

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • SEPTEMBER 9, 2020

City Commission Chamber First Public Hearing Budget & Millage Rate Mtg

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448



City Commission Chamber
City Hall
1065 Ridgewood Avenue
Holly Hill, FL 32117

CITY COMMISSION MEMBERS

Mayor
Chris Via

District 1 - Commissioner
John Penny

District 3 - Commissioner
John C. Danio

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

- a. Roll Call
- b. Invocation by City Commissioner Roy Johnson
- c. Pledge of Allegiance

2. PUBLIC HEARINGS - BUDGET & MILLAGE RATE - FIRST READINGS

Please silence any cell phone, pager or noise making device as not to interrupt the meeting. Staff will introduce each item for consideration, with comments and recommendations. The applicant or appellant and supporters will be heard first. Those in opposition to the request will be heard next. Comments should be restricted to pertinent information regarding the agenda item under discussion. Out of courtesy to others, we ask that speakers keep their comments brief and try to limit these comments to information not previously discussed. Speakers should state their name and address clearly for the record. The City Clerk's office is required to retain any documents, photographs, drawings, etc. that are shown to the City Commissioners in support of a position. The City Commission may ask questions of speakers or of staff members. The Mayor will then ask the City Commission to make a recommendation or motion. Once a motion has been made and seconded, discussion will be closed to the floor. Following City Commission discussion, a vote will be taken. During voting, Commissioners who do not cast objecting votes are considered to have voted in support of the motion.

1. Resolution -2020-R-40 FIRST PUBLIC HEARING - a Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Adopting the Tentative Levying of Ad Valorem Taxes for the City of Holly Hill for the Fiscal Year 2020-2021; and Providing for Severability; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

2. Resolution -2020-R-41 FIRST PUBLIC HEARING - a Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Adopting the Tentative Budget for the City of Holly Hill for the Fiscal Year 2020 - 2021; and Providing for Severability; and Providing for an Effective Date.

(Requested by Stella Gurnee, Finance)

3. PUBLIC COMMENTS**4. APPROVAL OF MINUTES**

1. Minutes - July 28, 2020, Budget Workshop, July 28, 2020 Regular City Commission Meeting, August 11, 2020 Goals Setting and Budget Discussion

(Requested by Valerie Manning, City Clerk)

5. CONSENT AGENDA - ITEMS (1 - 5)

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. Is there anyone in the audience who wishes to speak on any item on the Consent Agenda?

1. Resolution -2020-R-42 A Resolution of the City Commission of the City of Holly Hill, Florida, Awarding 51 Site Services a Contract for the “Rehabilitation of Lift Station #10”, and Authorizing the City Manager to Execute the Agreement; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

2. Resolution -2020-R-43 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving and Awarding 51 Site Services a Contract for the "Flomich Street and Riverside Drive Stormwater Improvements Project" and Authorizing the City Manager to Execute the Agreement; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

3. Resolution -2020-R-44 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Piggybacking Volusia County Master Agreement No. 780 12305 – 2 with R&M Service Solutions, LLC for the Purchase of the Fiscal Year 2019-2020 Hydrant and Isolation Valve Maintenance of Holly Hill Water Distribution System for the Public Works Department and Authorize the City Manager to Execute Any Necessary Price Agreements; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

4. Memorandum of Understanding (MOU) - Between the Windermere Police Department and the Holly Hill Police Department For the Participation Within the National Data Exchange (N-Dex) and the Florida Integrated Network for Date Exchange and Retrieval (FINDER)

(Requested by Steve Aldrich, Police)

5. Memorandum of Understanding (MOU) - Between Law Enforcement Technology, Training & Research and the Holly Hill Police Department for the Usage of The FINDER Database System for FY 2020-2021

(Requested by Steve Aldrich, Police)

6. **REGULAR AGENDA**

1. Auditor Selection

(Requested by Stella Gurnee, Finance)

7. **PUBLIC HEARINGS - NONE**

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Following City Commission discussion, a vote will be taken. During voting, Commissioners who do not cast objecting votes are considered to have voted in support of the motion.

8. COMMUNICATIONS

- A. City Manager & Staff Comments
- B. City Attorney Comments
- C. City Commission Comments

1. Resolution –2020-R-45 A Resolution of the City of Holly Hill, Florida, Supporting Placing the Renewal of the ECHO Grant and the Volusia Forever Land Acquisition Grant Program on the 2020 Ballot.

(Requested by Valerie Manning, City Clerk)

- D. Mayor's Comments

9. ADJOURNMENT

Website Address – www.hollyhillfl.org (City Clerk)

NOTICE – If any person decides to appeal any decision of the City Commission at this meeting, he/she will need a record of the proceedings and, for that purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City does not prepare or provide such a record.



For special accommodations, please notify the City Clerk's Office at least 72 hours in advance. (386) 248-9441



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 needing a special accommodation to participate in the Commission proceedings should contact the City Clerk's Office no later than three (3) days prior to the proceedings.



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

MEETING DATE: September 9, 2020
FROM: Valerie Manning
SUBJECT: **FIRST PUBLIC HEARING - a Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Adopting the Tentative Levying of Ad Valorem Taxes for the City of Holly Hill for the Fiscal Year 2020-2021; and Providing for Severability; and Providing for an Effective Date.**
NUMBER: 2020-R-40
APPLICANT: Stella Gurnee
PLANNER:

DISCUSSION:

Florida Statute requires the City to hold a Public Hearing to adopt a Tentative millage rate for the upcoming fiscal year, 2020-2021. The City Commission adopted a proposed millage rate of 6.25 at a meeting on July 28, 2020.

State law requires that two formal public hearings be held in September and neither can conflict with the hearing dates established by the County School Board or the County Commission. This is the first hearing to adopt a Tentative millage rate and on September 22, 2020 there will be a second hearing to adopt the Final millage rate.

Subsequent to the adoption of the proposed millage rate, the Notice of Proposed Property Taxes, otherwise known as TRIM (Truth in Millage) notice, was prepared and mailed to taxpayers by the County Property Appraiser. Printed on the TRIM notice is the date of the first scheduled public hearing to adopt the tentative budget and the tentative millage rate, of September 9th.

The purpose of this hearing is to give the general public an opportunity to speak for or against the proposed budget and millage rate. At the end of the first public hearing, a date and time will be set for the final public hearing, this is proposed for September 22nd at 7:00 pm.

The City is required to provide notice of the final hearing with an advertisement containing the summary budget information along with the tentative millage rate and the tentative approved budget.

The purpose of the final public hearing is to once again give the general public an opportunity to speak for or against the budget and millage rate. At this meeting the Commission will adopt the tentative budget and millage rate.

FISCAL

ANALYSIS:

The City Commission is hereby being requested to set the tentative millage rate at the proposed millage rate of 6.25 mills. The proposed budget for the Fiscal Year 2020-2021 Budget is based on this millage rate which is 5.91% above the rolled back rate of 5.9014 mills.

STAFF**RECOMMENDATION:**

Approve the **First Reading** of the tentative millage rate and set the final public hearing date for September 22, 2020 at 7:00 pm at City Commission Chambers, City Hall, 1065 Ridgewood Avenue, Holly Hill FL, 32117.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVE THE FIRST PUBLIC HEARING RESOLUTION ADOPTING THE TENTATIVE MILLAGE RATE OF 6.25 MILLS AND SETTING THE FINAL PUBLIC HEARING DATE OF SEPTEMBER 22, 2020 AT 7:00 PM IN THE CITY COMMISSION CHAMBERS LOCATED AT CITY HALL.

Resolution No. 2020-40

**FIRST PUBLIC HEARING - A RESOLUTION OF THE CITY COMMISSION
OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA,
ADOPTING THE TENTATIVE LEVYING OF AD VALOREM TAXES FOR
THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2020-2021; AND
PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN
EFFECTIVE DATE.**

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA,
ADOPTING THE TENTATIVE LEVYING OF AD
VALOREM TAXES FOR THE CITY OF HOLLY HILL FOR
THE FISCAL YEAR 2020-2021; AND PROVIDING FOR
SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE
DATE.**

WHEREAS, The City of Holly Hill of Volusia County, Florida, on September 9, 2020, adopted a Fiscal year 2020-2021 tentative millage rate following a public hearing as required by Florida Statute 200.065; and

WHEREAS, the City of Holly Hill of Volusia County Florida, held a public hearing as required by Florida Statute 200.065; and

WHEREAS, the gross taxable value for operating purposes, not exempt from taxation, has been certified by the Volusia County Property Appraiser to the City of Holly Hill as \$707,177,324.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION
OF THE CITY OF HOLLY HILL, FLORIDA:**

SECTION 1. The FY 2020-2021 operating millage is 6.25 mills, which is greater than the rolled-back rate of 5.9014 mills by 5.91%.

SECTION 2. The Final Public Hearing will be September 22, 2020 at 7:00 pm.

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 9th day of SEPTEMBER, 2020 for First Public Hearing reading.



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

2.2

MEETING DATE: September 9, 2020
FROM: Stella Gurnee
SUBJECT: **FIRST PUBLIC HEARING - a Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Adopting the Tentative Budget for the City of Holly Hill for the Fiscal Year 2020 - 2021; and Providing for Severability; and Providing for an Effective Date.**
NUMBER: 2020-R-41
APPLICANT:
PLANNER:

DISCUSSION:

Florida Statute requires the City to hold a Public Hearing to adopt a tentative budget for the upcoming fiscal year, 2020 - 2021. State law requires that two formal public hearings be held in September and neither can conflict with the hearing dates established by the County School Board or the County Commission.

Wednesday, September 9, 2020 is the first public hearing to adopt a tentative budget and on Tuesday, September 22, 2020 there will be a second and final public hearing to adopt the Final Budget.

The purpose of the final public hearing is to give the general public an opportunity to speak for or against the budget. At this meeting the Commission will adopt the tentative Fiscal year 2020-2021 budget.

FISCAL ANALYSIS:

Dependent upon City Commission action.

STAFF RECOMMENDATION:

Approve the Tentative budget and setting the final hearing date and time.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster

preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVE THE FIRST PUBLIC HEARING RESOLUTION ADOPTING THE TENTATIVE BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2020 - 2021 AND SETTING THE FINAL BUDGET HEARING DATE AND TIME.

ATTACHMENTS:

- FY 2020-2021 Tentative Budget Exhibit A (PDF)
- 2021 FINAL BUDGET WORKSHEET (PDF)

Resolution No. 2020-41

**FIRST PUBLIC HEARING - A RESOLUTION OF THE CITY COMMISSION
OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA,
ADOPTING THE TENTATIVE BUDGET FOR THE CITY OF HOLLY HILL
FOR THE FISCAL YEAR 2020 - 2021; AND PROVIDING FOR
SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA,
ADOPTING THE TENTATIVE BUDGET FOR THE CITY
OF HOLLY HILL FOR THE FISCAL YEAR 2020 - 2021;
AND PROVIDING FOR SEVERABILITY; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, The City of Holly Hill of Volusia County, Florida, on September 9, 2019, held a public hearing as required by Florida Statute 200.065; and

WHEREAS, the City of Holly Hill of Volusia County Florida, set forth the appropriations and revenue estimate for the Budget for Fiscal Year 2020-2021.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION
OF THE CITY OF HOLLY HILL, FLORIDA:**

SECTION 1. That the City Commission of the City of Holly Hill, Florida pursuant to the Charter of the City of Holly Hill and Chapter 166, Florida Statutes, does hereby adopt the Tentative General, Enterprise and all other related Fund Budgets and Capital Improvements Programs, which are attached hereto and incorporated herein as Exhibit "A" which may later be amended by the City Commission.

SECTION 2. Set the final public hearing for September 22, 2020 immediately following adoption of the Millage Rate Resolution.

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

**APPROVED AND AUTHENTICATED on this 9th day of SEPTEMBER,
2020 for first public hearing.**

Exhibit "A"

PROPOSED FY 2020 - 2021 BUDGET

REVENUES AND EXPENSES FY 2020 - 2021	REVENUES	EXPENSES
001 - GENERAL FUND	\$ 8,698,631	\$ 8,698,631
002 - LOGT 2nd	\$ 331,185	\$ 331,185
004 - BUILDING AND ZONING	\$ 326,332	\$ 326,332
101 - POLICE IMPACT FEES	\$ 6,100	\$ 6,100
102 - FIRE IMPACT FEES	\$ 2,815	\$ 2,815
103 - ROAD IMPACT FEES	\$ 10,155	\$ 10,155
104 - PARK IMPACT FEES	\$ 1,700	\$ 1,700
115 - EXPLORERS	\$ 4,200	\$ 4,200
130 - CRA	\$ 2,647,013	\$ 2,647,013
135 - CRA FOUNTAIN HEAD	\$ 552,120	\$ 552,120
139 - CRA CAPITAL PROJECTS	\$ 700,000	\$ 700,000
301 - GENERAL CAPITAL PROJECTS	\$ 627,820	\$ 627,820
400 - WATER & SEWER	\$ 7,145,712	\$ 7,145,712
401 - WATER IMPACT FEES	\$ 9,700	\$ 9,700
402 - SEWER IMPACT FEES	\$ 7,500	\$ 7,500
407 - WATER & SEWER R & R	\$ 1,131,000	\$ 1,131,000
460 - STORMWATER	\$ 1,022,000	\$ 1,022,000
461 - STORMWATER CAPITAL	\$ -	\$ -
495 - SOLID WASTE	\$ 2,567,600	\$ 2,567,600
501 - INFORMATION TECHNOLOGY	\$ 437,311	\$ 437,311
502 - FLEET	\$ 343,878	\$ 343,878
TOTAL ALL FUNDS	\$ 26,572,772	\$ 26,572,772

Attachment: FY 2020-2021 Tentative Budget Exhibit A (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)



FISCAL YEAR 2020/2021 BUDGET

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GENERAL CAPITAL PROJECTS FUND.....	92
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EXPENSE	94
WATER/SEWER FUND.....	96
REVENUE	96
EXPENSE	100
WATER IMPACT FEE FUND	116
REVENUE	116
EXPENSE	118
SEWER IMPACT FEE FUND.....	120
REVENUE	120
EXPENSE	122
WATER/SEWER R&R FUND.....	30
REVENUE	124
EXPENSE	127
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REVENUE	129
EXPENSE	131

STORM WATER CAPITAL FUND.....	138
REVENUE	138
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SOLID WASTE FUND	142
REVENUE	142
EXPENSE	145
INFORMATION TECHNOLOGY FUND.....	148
REVENUE	148
EXPENSE	150
FLEET FUND.....	155
REVENUE	155
EXPENSE	157

GENERAL FUND REVENUE

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 001 GENERAL FUND				
001-0000-311.10-00	CURRENT AD-VALOREM TAXES	2,764,478	2,941,793	177,315
	LEVEL TEXT		TEXT AMT	
	21PB JUNE 1ST ESTIMATE TAX VALUE \$707,177,314 @		4,198,866	
	6.25 MILLS PER \$1,000 @ 95% COLLECTION			
	LESS CRA INCREMENT \$211,717,481 @ 95%=\$201,131,607		1,257,073-	
			2,941,793	
001-0000-311.20-00	DELINQUENT AD-VALOREM TAX	5,000	5,000	0
001-0000-312.41-00	1ST LOCAL OPTION FUEL TAX	191,374	165,653	25,721-
	LEVEL TEXT		TEXT AMT	
	21PB STATE REVENUE ESTIMATE 08 20 2020		165,653	
			165,653	
001-0000-312.51-00	FIRE INS/FIRE PENSION	73,746	43,892	29,854-
	LEVEL TEXT		TEXT AMT	
	21PB LOCAL OPTION TAXES / FIRE INS / FIRE PENSION-VALUA		43,892	
			43,892	
001-0000-312.52-00	INS TAX/POLICE PENSION	138,915	129,437	9,478-
	LEVEL TEXT		TEXT AMT	
	21PB LOCAL OPTION TAXES / INS TAX / POLICE PENSION-VALU		129,437	
			129,437	
001-0000-314.10-00	ELECTRICITY	974,000	984,000	10,000
001-0000-314.30-00	WATER UTILITY TAX	281,000	305,290	24,290
	LEVEL TEXT		TEXT AMT	
	21PB WATER UTILITY SERVICE TAXES		295,000	
			295,000	
001-0000-314.40-00	NATURAL GAS UTILITY TAX	16,000	16,000	0
001-0000-314.80-00	PROPANE UTILITY TAX	16,000	16,000	0
001-0000-315.10-00	TELECOMMUNICATIONS	362,000	324,744	37,256-
	LEVEL TEXT		TEXT AMT	
	21PB STATE ESTIMATE 07 27 2020		324,744	
			324,744	
001-0000-316.00-00	LOCAL BUSINESS TAX	198,000	195,000	3,000-
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* TAXES		5,020,513	5,126,809	106,296
001-0000-323.10-00	ELECTRICITY	770,000	560,000	210,000-

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 001 GENERAL FUND				
001-0000-323.40-00	GAS	20,000	20,000	0
	LEVEL TEXT		TEXT AMT	
	21PB GAS FRANCHISE FEES		20,000	
			20,000	
001-0000-323.91-00	TOWING SERVICE	16,800	16,800	0
	LEVEL TEXT		TEXT AMT	
	21PB TOWING SERVICES FRANCHISE FEES		16,800	
			16,800	
001-0000-329.10-00	OTHER PERMITS AND FEES	4,000	4,000	0
001-0000-329.10-10	GARAGE SALE PERMITS	500	500	0
001-0000-329.10-40	APPLICATION FEE-BTR(OL)	4,500	4,500	0
001-0000-329.10-50	FOOD TRUCK DAILY PERMIT	80	150	70
001-0000-329.20-00	OL FIRE INSPECTION FEES	28,000	28,000	0
001-0000-329.40-10	PROPERTY REGISTRATION FEE	12,000	12,000	0

*	PERMITS, FEES, SPECL ASSESS	855,880	645,950	209,930-
001-0000-331.24-10	POLICE-JAG GRANT	4,912	0	4,912-
001-0000-331.25-00	US DOT/FL DOT	42,000	0	42,000-
	LEVEL TEXT		TEXT AMT	
	21PB FINANCE ESTIMATE			
001-0000-335.12-00	STATE REVENUE SHARING	450,551	397,587	52,964-
	LEVEL TEXT		TEXT AMT	
	21PB STATE ESTIMATE 08 20 2020		397,587	
			397,587	
001-0000-335.14-00	MOBILE HOME LICENSES	14,500	14,500	0
001-0000-335.15-00	ALCOHOL BEVERAGE TAX	7,700	10,000	2,300
001-0000-335.18-00	LOCAL GOVT 1/2 CENT TAX	709,604	616,208	93,396-
	LEVEL TEXT		TEXT AMT	
	21PB STATE ESTIMATE 07 27 2020		616,208	
			616,208	
001-0000-335.21-00	FIREFIGHTER SUPPL. COMP.	4,400	3,200	1,200-
001-0000-338.20-00	CITY SHARE/COUNTY BUS TAX	8,800	8,800	0

*	INTERGOVERNMENTAL REVENUE	1,242,467	1,050,295	192,172-
001-0000-341.01-30	CRA	7,416	7,104	312-
001-0000-341.04-00	COST ALLOCATION	808,706	789,802	18,904-

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

		FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
ACCOUNT NUMBER	ACCOUNT DESCRIPTION			
FUND 001 GENERAL FUND				
001-0000-341.04-60	STORMWATER	153,673	155,094	1,421
001-0000-341.04-95	SOLID WASTE	204,251	206,516	2,265
001-0000-341.05-01	IT	1,854	1,776	78-
001-0000-341.05-02	FLEET	5,562	5,328	234-
001-0000-342.10-10	COPIES/POLICE RPTS/OTHER	1,762	2,500	738
001-0000-342.10-20	FINGERPRINTS/FALSE ALARMS	1,000	4,000	3,000
001-0000-342.20-10	FALSE FIRE ALARMS	250	0	250-
001-0000-342.20-20	FIRE PLAN REVIEW FEES	1,500	1,340	160-
001-0000-344.90-10	MEDIAN MAINTENANCE-DOT	25,032	25,032	0
001-0000-344.90-12	TRAFFIC SIGNAL MAINT-DOT	36,976	39,008	2,032
001-0000-344.90-15	HWY LIGHTING MAINT - DOT	34,800	38,022	3,222
001-0000-347.21-00	PROGRAM ACTIVITY FEES	5,000	3,600	1,400-
001-0000-347.43-00	PROMOTIONAL ACTIVITY	750	950	200
001-0000-347.53-00	SICA HALL REVENUES	7,500	6,500	1,000-
001-0000-349.20-00	LAND DEVELOPMENT(BOPA)	15,000	1,500	13,500-
001-0000-349.20-20	REZONING	0	3,200	3,200
001-0000-349.20-71	RESIDENTIAL VARIANCE	450	450	0
001-0000-349.20-72	NON-RESIDENTIAL VARIANCE	500	500	0
001-0000-349.20-80	ZONING VERIFICATION LETTR	825	825	0
001-0000-349.21-00	PASS-THRU LEG.ADS,ADV,LEG	2,000	500	1,500-
001-0000-349.40-00	CERTIFICATN/COPIES/RESRCH	9,000	9,000	0
001-0000-349.50-30	SITE PLAN REVIEW	14,000	14,000	0
001-0000-349.50-40	SPECIAL EXCEPTION	1,000	1,000	0
001-0000-349.50-70	SITE PERMIT	0	8,500	8,500

* CHARGES FOR SERVICES		1,338,807	1,326,047	12,760-
001-0000-351.20-00	CIRCUIT COURT-CRIMINAL	5,000	3,500	1,500-
001-0000-351.20-30	POLICE EDUCATION	0	150	150
001-0000-351.50-00	TRAFFIC COURT	4,500	4,500	0
001-0000-351.50-30	POLICE EDUCATION	1,000	700	300-
001-0000-354.00-00	LOCAL ORDINANCE VIOLATION	0	275	275
001-0000-354.10-10	FINE/CITATION	12,000	18,000	6,000
001-0000-354.10-20	PER DAY FINES	7,500	1,500	6,000-
001-0000-354.10-30	SPECIAL MASTER FEE	4,500	2,500	2,000-
001-0000-354.10-50	RECORDING FEE REIMBURSMNT	80	250	170

* FINES AND FORFEITS		34,580	31,375	3,205-
001-0000-361.10-00	INVESTMENTS	75,000	45,000	30,000-
001-0000-362.50-00	RENTS & LEASE	0	4,200	4,200
	LEVEL TEXT		TEXT AMT	
	21PB FOUNTAINHEAD PARKING LOT		4,200	
			4,200	
001-0000-364.41-00	SALE OF FIXED ASSETS	2,500	2,500	0

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 001 GENERAL FUND				
001-0000-365.10-00	SURPLUS MATLS/SCRAP SALES	0	7,000	7,000
001-0000-366.90-00	CONTRIB/GRANTS/DONATIONS	900	0	900-
001-0000-366.90-40	SAFETY GRANT-INS SPONSR'D	5,000	5,000	0
	LEVEL TEXT		TEXT AMT	
	21PB SAFETY GRANT-INS SPONSR'D		5,000	
			5,000	
001-0000-367.10-01	DOG TAGS	100	100	0
001-0000-369.20-10	COLLECTIONS ADMIN FEE	5,000	2,000	3,000-
001-0000-369.30-30	INSURANCE	7,430	0	7,430-
001-0000-369.80-10	SUNTRUST P-CARD REBATES	10,000	10,000	0
001-0000-369.90-00	MISC REVENUES	6,000	6,000	0
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*	MISC REVENUES	111,930	81,800	30,130-
001-0000-381.01-30	TRANS FRM COMM REDEVELOP	0	26,610	26,610
	LEVEL TEXT		TEXT AMT	
	21PB CRA FUNDING FOR 1/2 CODE ENFORCEMENT OFFICER		26,610	
			26,610	
001-0000-381.04-00	TRANSFER FRM ENTERPRISE	0	67,000	67,000
	LEVEL TEXT		TEXT AMT	
	21PB FINANCE ESTIMATE			
001-0000-389.10-00	PRIOR YR CARRYFORWARD	469,062	342,745	126,317-
	LEVEL TEXT		TEXT AMT	
	21PB RADIO REPLACEMENT		71,000	
			50,000	
	FIRE TRUCK RESERVE		66,775	
	GRANT MATCH FOR FIRE DEPT HARDENING		75,000	
	SICA HALL IMPROVEMENT		150,000	
	BRIDGE SUNRISE PARK NORTH & SOUTH		13,500	
	COMMISSION CHAMBERS REFURBISHMENT		11,000	
	CLUB HOUSE RE-ROOF		41,045	
	POLICE BODY CAMERA SYSTEM		135,000	
	POLICE VEHICLES (3 EA)		270,575-	
	CAPITAL PROJECTS FUNDED FROM FY 2021 REVENUES		342,745	
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*	OTHER SOURCES	469,062	436,355	32,707-
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**	GENERAL FUND	9,073,239	8,698,631	374,608-

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

GENERAL FUND EXPENSE

ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 001 GENERAL FUND					
DEPT 11 LEGISLATIVE					
001-1101-511.12-00		REGULAR SALARIES	44,000	44,000	0
	LEVEL	TEXT		TEXT AMT	
	21PB	FINANCE ESTIMATE		44,000	
		MAYOR			
		COMMISSIONERS (4)		44,000	
* EXPENDITURE			44,000	44,000	0
** Personal Services			44,000	44,000	0
001-1101-511.21-00		FICA/MEDICARE TAXES	3,400	3,400	0
001-1101-511.23-00		LIFE & HEALTH INSURANCE	41,100	42,700	1,600-
001-1101-511.24-00		WORKERS COMP INSURANCE	100	100	0
* EXPENDITURE			44,600	46,200	1,600-
** Benefits			44,600	46,200	1,600-
001-1101-511.40-01		REGULAR TRAVEL	410	4,800	4,390-
001-1101-511.42-00		POSTAGE, FRT, EXPRESS	100	100	0
001-1101-511.45-00		INSURANCE/NON-EMPLOYEE	19,904	19,705	199
	LEVEL	TEXT		TEXT AMT	
	21PB	PROPERTY LIABILITY AND PUBLIC OFFICIALS INSURANCE		19,705	
				19,705	
001-1101-511.47-00		PRINTING & BINDING	200	500	300-
001-1101-511.49-01		MISC EXPENSE	143	200	57-
	LEVEL	TEXT		TEXT AMT	
	21PB	AWARDS		200	
				200	
001-1101-511.52-05		MEETING EXPENSE	300	300	0
001-1101-511.52-20		CLOTHING & EQUIPMENT	500	500	0
001-1101-511.54-00		BOOKS/PUBL/SUBSCR/MEMBERS	3,109	6,200	3,091-
	LEVEL	TEXT		TEXT AMT	
	21PB	FLC & FL MAYORS		4,200	
		RIVER TO SEA TPO		2,000	
				6,200	
001-1101-511.55-01		TRAINING & EDUCATION COST	1,043	5,000	3,957-
	LEVEL	TEXT		TEXT AMT	

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ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 001 GENERAL FUND					
DEPT 11 LEGISLATIVE					
21PB		FINANCE ESTIMATE		5,000	
				5,000	
*	EXPENDITURE		25,709	37,305	11,596-
			-----	-----	-----
**	Op Expenditures/Expenses		25,709	37,305	11,596-
001-1101-511.82-00 GRANTS & AID			40,000	40,000	0
LEVEL		TEXT		TEXT	AMT
21PB		HOMELESS SHELTER			25,000
		HOPE PLACE			15,000
					40,000
*	EXPENDITURE		40,000	40,000	0
			-----	-----	-----
**	Grants and Aids		40,000	40,000	0
001-1101-511.99-10 BUDGET RESVE/CONTINGENCY			15,595	0	15,595
*	EXPENDITURE		15,595	0	15,595
			-----	-----	-----
**	Other Uses		15,595	0	15,595
			-----	-----	-----
***	LEGISLATIVE		169,904	167,505	2,399

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 001 GENERAL FUND				
DEPT 12 EXECUTIVE				
001-1201-512.12-00	REGULAR SALARIES & WAGE	207,143	214,800	7,657-
	LEVEL		TEXT AMT	
	21PB		214,800	
	TEXT			
	FINANCE ESTIMATE			
	CITY CLERK			
	CITY MANAGER			
			214,800	
001-1201-512.15-10	CELL PHONE ALLOWANCE	600	600	0
001-1201-512.15-20	UNIFORM ALLOWANCE	200	200	0
001-1201-512.15-40	CAR ALLOWANCE	6,000	6,000	0
*	EXPENDITURE	213,943	221,600	7,657-
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**	Personal Services	213,943	221,600	7,657-
001-1201-512.21-00	FICA TAXES	16,472	17,000	528-
001-1201-512.22-00	RETIREMENT CONTRIBUTION	43,408	49,100	5,692-
001-1201-512.23-00	LIFE & HEALTH INSURANCE	19,753	17,700	2,053
001-1201-512.24-00	WORKERS COMP INSURANCE	282	200	82
*	EXPENDITURE	79,915	84,000	4,085-
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**	Benefits	79,915	84,000	4,085-
001-1201-512.31-50	LEGAL/OFFICIAL ADVERTISNG	17,000	17,000	0
001-1201-512.34-00	OTHER SERVICES	18,000	23,400	5,400-
	LEVEL		TEXT AMT	
	21PB		11,400	
	TEXT			
	MUNICODE		12,000	
	IRON MOUNTAIN		23,400	
001-1201-512.40-01	REGULAR TRAVEL	0	2,300	2,300-
	LEVEL		TEXT AMT	
	21PB		800	
	TEXT			
	FACC GOVT CAREER DEVELOPMENT EXPENSE -CITY CLERK		800	
	FLC CONFERENCE MILEAGE + 3 NIGHTS - CITY MANAGER		700	
	FCCMA EXPENSES		2,300	
001-1201-512.42-00	POSTAGE, FRT, EXPRESS	500	500	0
001-1201-512.44-00	RENTALS & LEASES	1,000	700	300
	LEVEL		TEXT AMT	
	21PB		700	
	TEXT			
	COPIER LEASE		700	

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 001 GENERAL FUND				
DEPT 12 EXECUTIVE				
001-1201-512.45-00	INSURANCE/NON-EMPLOYEE	2,538	2,502	36
	LEVEL TEXT		TEXT AMT	
	21PB PROPERTY & LIABILITY INSURANCE		2,502	
			2,502	
001-1201-512.46-00	REPAIRS & MAINTENANCE	0	600	600-
	LEVEL TEXT		TEXT AMT	
	21PB SERVICE PITNEY BOWES ENVELOPE MACHINE		600	
			600	
001-1201-512.46-11	MAINTENANCE CONTRACTS	700	700	0
	LEVEL TEXT		TEXT AMT	
	21PB COPIER MAINTENANCE		700	
			700	
001-1201-512.47-00	PRINTING & BINDING	1,000	1,000	0
	LEVEL TEXT		TEXT AMT	
	21PB STATIONARY, ENVELOPES, BUSINESS CARDS, PLANNER		1,000	
			1,000	
001-1201-512.48-00	PROMO.ADVERTISING ACTIV.	0	1,220	1,220-
	LEVEL TEXT		TEXT AMT	
	21PB ECONOMIC DEVELOPMENT AD LIVABILITY VOLUSIA		1,220	
			1,220	
001-1201-512.48-10	PROMO ACT.-SPECIAL EVENTS	1,500	1,500	0
	LEVEL TEXT		TEXT AMT	
	21PB MISC EVENTS EXPENSES		1,500	
			1,500	
001-1201-512.49-01	MISC EXPENSE	5,000	5,000	0
	LEVEL TEXT		TEXT AMT	
	21PB EMPLOYEE APPRECIATION		5,000	
			5,000	
001-1201-512.49-60	ELECTION EXPENSE	12,000	0	12,000
	LEVEL TEXT		TEXT AMT	
	21PB FINANCE ESTIMATE			

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 001 GENERAL FUND					
DEPT 12 EXECUTIVE					
001-1201-512.51-00		OFFICE SUPPLIES	2,000	2,000	0
001-1201-512.52-05		MEETING EXPENSE	300	300	0
	LEVEL	TEXT		TEXT AMT	
	21PB	CITY GOVERNMENT WEEK K8 STUDENTS		300	
				300	
001-1201-512.54-00		BOOKS/PUBL/SUBSCR/MEMBERS	1,405	2,025	620-
	LEVEL	TEXT		TEXT AMT	
	21PB	ICMA DUES - CITY MANAGER		1,200	
		FCCMA - CITY MANAGER		400	
		FACC - CITY CLERK		100	
		FLORIDA NOTARY ASSC. - CITY CLERK		100	
		IIMC - CITY CLERK		100	
		NEWS JOURNAL		100	
		HALIFAX ASSC. DUES		25	
				2,025	
001-1201-512.55-01		TRAINING & EDUCATION COST	450	2,640	2,190-
	LEVEL	TEXT		TEXT AMT	
	21PB	VLC/VCARD DINNERS & MISC EVENTS		600	
		FCCMA SYMPOSIUM; FCCMA WINTER INST; DISTRICT CLASS		500	
		FCCMA CONFERENCE		400	
		FLORIDA ASSC. OF CITY CLERK WEBINARS		200	
		IIMC - ONLINE COURSES FOR MCC CERTIFICATION		240	
		FACC GOVTCAREER DEV REGISTRATION		300	
		FLC CONFERENCE REGISTRATION		400	
				2,640	
001-1201-514.31-01		PROFESSIONAL SERVICES	82,654	100,000	17,346-
*		EXPENDITURE	146,047	163,387	17,340-
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**		Op Expenditures/Expenses	146,047	163,387	17,340-
001-1201-512.99-10		BUDGET RESVE/CONTINGENCY	43,198	0	43,198
*		EXPENDITURE	43,198	0	43,198
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**		Other Uses	43,198	0	43,198
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***		EXECUTIVE	483,103	468,987	14,116

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 001 GENERAL FUND					
DEPT 13 FINANCE					
001-1301-513.12-00		REGULAR SALARIES & WAGE	309,391	295,800	13,591
	LEVEL	TEXT		TEXT AMT	
	21PB	FINANCE ESTIMATE		295,800	
		FINANCE DIRECTOR			
		CHIEF ACCOUNTANT			
		PAYROLL COORDINATOR			
		FINANCE CLERK II			
		GRANT WRITER		295,800	
001-1301-513.13-00		OTHER SALARIES & WAGES	20,000	45,300	25,300-
	LEVEL	TEXT		TEXT AMT	
	21PB	FINANCE ESTIMATE		45,300	
		PART-TIME ACCOUNTANT			
		PART-TIME FINANCE CLERK II		45,300	
001-1301-513.14-00		OVERTIME	600	400	200
001-1301-513.15-10		CELL PHONE ALLOWANCE	600	600	0
001-1301-513.15-20		UNIFORM ALLOWANCE	1,400	1,000	400
*		EXPENDITURE	331,991	343,100	11,109-

**		Personal Services	331,991	343,100	11,109-
001-1301-513.21-00		FICA/MEDICARE TAXES	24,966	26,300	1,334-
001-1301-513.22-00		RETIREMENT CONTRIBUTION	43,872	48,200	4,328-
001-1301-513.23-00		LIFE & HEALTH INSURANCE	57,800	43,500	14,300
001-1301-513.24-00		WORKERS COMP INSURANCE	500	300	200
*		EXPENDITURE	127,138	118,300	8,838

**		Benefits	127,138	118,300	8,838
001-1301-513.31-50		RECORDING FEES	100	0	100
001-1301-513.32-00		ACCOUNTING & AUDITING	65,850	63,500	2,350
001-1301-513.34-00		OTHER SERVICES	17,082	67,000	49,918-
	LEVEL	TEXT		TEXT AMT	
	21PB	FINANCE ESTIMATE			
001-1301-513.40-01		REGULAR TRAVEL	0	500	500-
001-1301-513.42-00		POSTAGE, FRT, EXPRESS	1,100	1,100	0
001-1301-513.44-00		RENTALS & LEASES	1,950	2,200	250-
	LEVEL	TEXT		TEXT AMT	
	21PB	COPIER LEASE		2,200	

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ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 001 GENERAL FUND					
DEPT 13 FINANCE					
				2,200	
001-1301-513.45-00		INSURANCE/CLAIMS	6,977	6,881	96
	LEVEL	TEXT		TEXT AMT	
	21PB	INSURANCE PROPERTY LIABILITY		6,881	
				6,881	
001-1301-513.46-01		REPAIRS & MAINTENANCE	400	0	400
	LEVEL	TEXT		TEXT AMT	
	21PB	FINANCE ESTIMATE			
001-1301-513.46-11		MAINTENANCE CONTRACTS	3,000	2,000	1,000
	LEVEL	TEXT		TEXT AMT	
	21PB	FINANCE ESTIMATE		2,000	
				2,000	
001-1301-513.47-00		PRINTING & BINDING	900	900	0
	LEVEL	TEXT		TEXT AMT	
	21PB	AP CHECKS		500	
		ANNUAL FINANCIAL REPORT COVERS		100	
		BUSINESS CARDS		100	
		TAX FORMS		200	
				900	
001-1301-513.49-01		MISC EXPENSE	500	600	100-
001-1301-513.49-59		BAD DEBT EXPENSE	25,000	25,000	0
001-1301-513.51-00		OFFICE SUPPLIES	4,000	3,000	1,000
001-1301-513.52-01		OPERATING SUPPLIES	29	100	71-
001-1301-513.52-02		COMPUTERS	278	0	278
	LEVEL	TEXT		TEXT AMT	
	21PB	FINANCE ESTIMATE			
001-1301-513.52-05		MEETING EXPENSE	200	0	200
	LEVEL	TEXT		TEXT AMT	
	21PB	MEETING EXPENSE			
001-1301-513.54-00		BOOKS/PUBL/SUBSCR/MEMBERS	360	770	410-
	LEVEL	TEXT		TEXT AMT	
	21PB	FGFOA MEMBERSHIP (3)		150	
		GFOA PUBLICATIONS		200	
		GFOA MEMBERSHIP		200	
		VFFGFOA MEMBERSHIP (3)		120	

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ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 001 GENERAL FUND					
DEPT 13 FINANCE					
		MISC PUBLICATIONS		100	
				770	
001-1301-513.55-01		TRAINING & EDUCATION COST	100	2,200	2,100-
	LEVEL	TEXT		TEXT AMT	
	21PB	HTE TRAINING		1,500	
		GFOA WEBINAR		500	
		VFFGFOA QTRLY SEMINARS		200	
				2,200	
*	EXPENDITURE		127,826	175,751	47,925-
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**	Op Expenditures/Expenses		127,826	175,751	47,925-
001-1301-513.99-10		BUDGET RESVE/CONTINGENCY	49,909	0	49,909
	LEVEL	TEXT		TEXT AMT	
	21PB	FINANCE ESTIMATE			
*	EXPENDITURE		49,909	0	49,909
-----			-----		
**	Other Uses		49,909	0	49,909
001-1303-513.12-00		REGULAR SALARIES & WAGE	112,453	125,800	13,347-
	LEVEL	TEXT		TEXT AMT	
	21PB	FINANCE ESTIMATE		125,800	
		CS SUPERVISOR			
		CS CLERK IV			
		CS CLERK I (2)			
				125,800	
001-1303-513.14-00		OVERTIME	480	1,000	520-
001-1303-513.15-20		UNIFORM ALLOWANCE	400	400	0
*	EXPENDITURE		113,333	127,200	13,867-
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**	Personal Services		113,333	127,200	13,867-
001-1303-513.21-00		FICA/MEDICARE TAXES	9,500	9,800	300-
001-1303-513.22-00		RETIREMENT CONTRIBUTION	10,400	13,300	2,900-
001-1303-513.23-00		LIFE & HEALTH INSURANCE	31,573	34,500	2,927-
001-1303-513.24-00		WORKERS COMP INSURANCE	200	200	0
001-1303-513.25-00		UNEMPLOYMENT COMP	747	0	747
*	EXPENDITURE		52,420	57,800	5,380-
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**	Benefits		52,420	57,800	5,380-

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 001 GENERAL FUND					
DEPT 13 FINANCE					
001-1303-513.34-00 OTHER SERVICES			48,000	30,000	18,000
	LEVEL	TEXT		TEXT AMT	
	21PB	MERCHANT CREDIT CARD FEES		15,800	
		BANKING SERVICE CHARGES		7,200	
		LATE NOTIFICATIONS		7,000	
				30,000	
001-1303-513.42-00 POSTAGE, FRT, EXPRESS			27,000	30,000	3,000-
	LEVEL	TEXT		TEXT AMT	
	21PB	UTILITY BILLING BULK MAIL		25,000	
		CUSTOMER SERVICE MAILING		5,000	
				30,000	
001-1303-513.44-00 RENTALS & LEASES			3,900	3,400	500
	LEVEL	TEXT		TEXT AMT	
	21PB	COPIER LEASE		3,000	
		PO BOX RENTAL		400	
				3,400	
001-1303-513.45-00 INSURANCE/CLAIMS			5,075	5,004	71
	LEVEL	TEXT		TEXT AMT	
	21PB	PROPERTY & LIABILITY INSURANCE		5,004	
				5,004	
001-1303-513.46-01 REPAIRS & MAINTENANCE			200	200	0
001-1303-513.46-11 MAINTENANCE CONTRACTS			1,016	2,400	1,384-
	LEVEL	TEXT		TEXT AMT	
	21PB	COPIER MAINTENANCE		2,400	
				2,400	
001-1303-513.47-00 PRINTING & BINDING			8,700	8,700	0
	LEVEL	TEXT		TEXT AMT	
	21PB	MCCA UTILITY BILL PRINTING		8,300	
		DOOR KNOCKERS		400	
				8,700	
001-1303-513.51-00 OFFICE SUPPLIES			1,000	1,000	0
001-1303-513.52-20 CLOTHING & EQUIP			904	500	404
	LEVEL	TEXT		TEXT AMT	

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ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 001 GENERAL FUND					
DEPT 13 FINANCE					
21PB		UNIFORM SHIRTS (5 EA X 4)		500	
				500	
001-1303-513.55-01 TRAINING & EDUCATION COST			0	600	600-
LEVEL		TEXT		TEXT	AMT
21PB		SUPERVISOR & STAFF TRAINING		600	
				600	
* EXPENDITURE			95,795	81,804	13,991
			-----	-----	-----
** Op Expenditures/Expenses			95,795	81,804	13,991
001-1310-513.12-00 REGULAR SALARIES & WAGE			75,275	80,500	5,225-
LEVEL		TEXT		TEXT	AMT
21PB		HUMAN RESOURCES MANAGER		80,500	
				80,500	
001-1310-513.15-10 CELL PHONE ALLOWANCE			600	600	0
001-1310-513.15-20 UNIFORM ALLOWANCE			200	200	0
* EXPENDITURE			76,075	81,300	5,225-
			-----	-----	-----
** Personal Services			76,075	81,300	5,225-
001-1310-513.21-00 FICA/MEDICARE TAXES			5,900	6,300	400-
001-1310-513.22-00 RETIREMENT CONTRIBUTION			19,650	13,300	6,350
001-1310-513.23-00 LIFE & HEALTH INSURANCE			9,800	8,800	1,000
001-1310-513.24-00 WORKERS COMP INSURANCE			100	100	0
* EXPENDITURE			35,450	28,500	6,950
			-----	-----	-----
** Benefits			35,450	28,500	6,950
001-1310-513.31-01 PROFESSIONAL SERVICES			40,500	47,500	7,000-
LEVEL		TEXT		TEXT	AMT
21PB		CONSULTING FEE		35,000	
		MEDICAL EXAMS		5,000	
		POLICE AND FIRE STRESS EKG TESTS		2,000	
		PD PSYCH EVALUATIONS		3,000	
		DRUG/ALCOHOL TESTS		2,500	
				47,500	
001-1310-513.34-30 EMPLOY ADS/JOB OPPORTUNIT			400	500	100-
LEVEL		TEXT		TEXT	AMT

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 001 GENERAL FUND					
DEPT 13 FINANCE					
21PB		EMPLOYMENT ADS / JOB POSTINGS		500	
				500	
001-1310-513.42-00		POSTAGE, FRT, EXPRESS	500	500	0
001-1310-513.44-00		RENTALS & LEASES	700	700	0
	LEVEL	TEXT		TEXT AMT	
	21PB	CM COPIER LEASE @ 25%		700	
				700	
001-1310-513.45-00		INSURANCE/CLAIMS	1,269	1,251	18
	LEVEL	TEXT		TEXT AMT	
	21PB	PROPERTY & LIABILITY INSURANCE		1,251	
				1,251	
001-1310-513.46-11		MAINTENANCE CONTRACTS	400	4,150	3,750-
	LEVEL	TEXT		TEXT AMT	
	21PB	CM COPIER MAINTENANCE FEE @ 25%		650	
		ONLINE APPLICANT TRACKING SOFTWARE ANNUAL MAINTENA		3,500	
				4,150	
001-1310-513.49-29		OTHER PERSONAL SERVICES	650	1,550	900-
	LEVEL	TEXT		TEXT AMT	
	21PB	WELLNESS EVENTS		500	
		EMPLOYEE/CORPORATE/CITIZEN OF THE YEAR PICTURES		750	
		EMPLOYEE/CORPORATE/CITIZEN OF THE YEAR PLAQUES		300	
				1,550	
001-1310-513.52-02		COMPUTERS	8,000	0	8,000
001-1310-513.54-00		BOOKS/PUBL/SUBSCR/MEMBERS	400	200	200
	LEVEL	TEXT		TEXT AMT	
	21PB	IPMA - HR INDIVIDUAL MEMBERSHIP		200	
				200	
001-1310-513.55-01		TRAINING & EDUCATION COST	2,000	2,050	50-
	LEVEL	TEXT		TEXT AMT	
	21PB	TARGET SOLUTIONS ON-LINE TRAINING		2,050	
				2,050	
001-1310-514.31-01		PROFESSIONAL SERVICES	1,750	10,000	8,250-
* EXPENDITURE			56,569	68,401	11,832-

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 001 GENERAL FUND				
DEPT 13 FINANCE				
		-----	-----	-----
**	Op Expenditures/Expenses	56,569	68,401	11,832-
001-1310-513.99-10 BUDGET RESVE/CONTINGENCY		17,500	0	17,500
*	EXPENDITURE	17,500	0	17,500
		-----	-----	-----
**	Other Uses	17,500	0	17,500
		-----	-----	-----
***	FINANCE	1,084,006	1,082,156	1,850

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 001 GENERAL FUND					
DEPT 21 LAW ENFORCEMENT					
001-2110-521.12-00 REGULAR SALARIES & WAGE			1,243,954	1,220,000	23,954
	LEVEL	TEXT		TEXT AMT	
	21PB	FINANCE ESTIMATE		1,220,000	
		CHIEF			
		DEPUTY CHIEF			
		LIEUTENANT			
		SERGEANT (5)			
		POLICE OFFICER (13)			
		ADMIN ASST			
		EVIDENCE TECH			
		SERVICE CLERK (2)			
				1,220,000	
001-2110-521.13-00 OTHER SALARIES & WAGES			968	0	968
001-2110-521.14-00 OVERTIME			133,581	113,700	19,881
001-2110-521.15-00 INCENTIVE PAY			14,399	15,000	601-
001-2110-521.15-10 CELL PHONE ALLOWANCE			5,000	4,800	200
001-2110-521.15-20 UNIFORM ALLOWANCE			4,152	4,500	348-
001-2110-521.15-30 BOOT ALLOWANCE			1,900	1,900	0
	LEVEL	TEXT		TEXT AMT	
	21PB	19 FTE		1,900	
				1,900	
* EXPENDITURE			1,403,954	1,359,900	44,054
** Personal Services			1,403,954	1,359,900	44,054
001-2110-521.21-00 FICA TAXES			106,557	102,900	3,657
001-2110-521.22-00 RETIREMENT CONTRIBUTION			440,106	456,900	16,794-
	LEVEL	TEXT		TEXT AMT	
	21PB	POLICE PENSION-CITY		302,385	
		FRS RETIREMENT		15,600	
		POLICE PENSION-STATE		138,915	
				456,900	
001-2110-521.23-00 LIFE & HEALTH INSURANCE			216,870	216,600	270
001-2110-521.24-00 WORKERS COMP INSURANCE			21,340	21,400	60-
* EXPENDITURE			784,873	797,800	12,927-
** Benefits			784,873	797,800	12,927-
001-2110-521.31-01 PROFESSIONAL SERVICES			6,400	6,100	300
	LEVEL	TEXT		TEXT AMT	

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 001 GENERAL FUND				
DEPT 21 LAW ENFORCEMENT				
21PB	THOMPSON RUETTER (CLEAR CID) LO		4,100	
	SUSTEEN (CELLPHONE FORENSIC) LO		2,000	
			6,100	
001-2110-521.34-00	OTHER SERVICES	3,500	3,300	200
LEVEL	TEXT		TEXT AMT	
21PB	BEAST LO		1,000	
	METH LAB CLEAN UP LO		1,000	
	EVIDENCE DESTRUCTION LO		500	
	EVIDENCE REFRIDGERATOR LO		800	
			3,300	
001-2110-521.35-00	INVESTIGATION COSTS	1,500	1,500	0
LEVEL	TEXT		TEXT AMT	
21PB	SUBPOENAS LO		1,000	
	CONFIDENTIAL INFORMANTS LO		500	
			1,500	
001-2110-521.40-01	REGULAR TRAVEL	1,000	3,000	2,000-
LEVEL	TEXT		TEXT AMT	
21PB	REIMBURSEMENT FOR MEALS AND MILEAGE LO		3,000	
			3,000	
001-2110-521.42-00	POSTAGE, FRT, EXPRESS	500	500	0
001-2110-521.44-00	RENTALS & LEASES	3,600	3,600	0
LEVEL	TEXT		TEXT AMT	
21PB	COPIER LEASE LO		2,400	
	PRINTER LO		1,200	
			3,600	
001-2110-521.45-00	INSURANCE/NON-EMPLOYEE	47,665	50,858	3,193-
LEVEL	TEXT		TEXT AMT	
21PB	PROPERTY & LIABILITY INSURANCE		31,002	
	LAW ENFORCEMENT LIABILITY		19,856	
			50,858	
001-2110-521.46-01	REPAIRS & MAINTENANCE	5,400	5,400	0
LEVEL	TEXT		TEXT AMT	
21PB	RADAR CALIBRATIONS LO		2,400	
	COMMUNICATIONS INTERNATIONAL & BATTERIES LO		3,000	

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 001 GENERAL FUND					
DEPT 21 LAW ENFORCEMENT				5,400	
001-2110-521.46-11		MAINTENANCE CONTRACTS	8,180	8,650	470-
	LEVEL	TEXT		TEXT AMT	
	21PB	COMMUNICATIONS INTERNATIONAL -RADIO MAINTENANCE LO		7,550	
		MAINTENANCE CONTRACTS LO		1,100	
				8,650	
001-2110-521.46-50		FLEET CHARGES	75,000	97,319	22,319-
001-2110-521.46-59		PORTN OF 4650 REIMB BY EE	8,120-	8,600-	480
001-2110-521.46-60		SMALL EQ REPAIR & MAINT	240	0	240
001-2110-521.47-00		PRINTING & BINDING	1,000	1,000	0
001-2110-521.49-01		MISC EXPENSE	500	500	0
001-2110-521.51-00		OFFICE SUPPLIES	3,000	3,000	0
001-2110-521.52-01		OPERATING SUPPLIES	16,362	9,750	6,612
	LEVEL	TEXT		TEXT AMT	
	21PB	AMMO LO		2,500	
		MISC OPERATING SUPPLIES LO		4,000	
		EVIDENCE SUPPLIES (PACKAGING& DRUG KITS) LO		1,500	
		NATIONAL NIGHT OUT LO		500	
		CHRISTMAS PARADE LO		250	
		CAMERA RECORDERS (5@200) LO		1,000	
				9,750	
001-2110-521.52-02		COMPUTERS	3,200	0	3,200
001-2110-521.52-05		MEETING EXPENSE	900	900	0
	LEVEL	TEXT		TEXT AMT	
	21PB	NEIGHBORHOOD WATCH MEETING LO		800	
		INTERVIEW BOARD MEETING EXPENSE LO		100	
				900	
001-2110-521.52-20		CLOTHING & EQUIP	11,000	22,000	11,000-
	LEVEL	TEXT		TEXT AMT	
	21PB	REPLACEMENT BULLETPROOF VEST 8X410 LO		3,500	
		REPLACEMENT UNIFORMS LO		7,000	
		COMPLETE UNIFORMS FOR NEW HIRES LO		1,500	
		REPLACEMENT EQUIPMENT (LIEU/CLOTHING ALLOWANCE) LO		4,000	
		TASERS (5) @1200		6,000	
				22,000	
001-2110-521.52-21		PROGRAM EXPENSE	514	1,500	986-
	LEVEL	TEXT		TEXT AMT	

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 001 GENERAL FUND				
DEPT 21 LAW ENFORCEMENT				
21PB	EXPLORER CHARTER AND INSURANCE LO		1,500	
			1,500	
001-2110-521.52-50	FUEL & OIL SUPPLIES	62,000	79,000	17,000-
001-2110-521.52-64	MACH/EQUIP CAPITAL-LIKE	7,870	0	7,870
001-2110-521.54-00	BOOKS/PUBL/SUBSCR/MEMBERS	1,600	4,250	2,650-
LEVEL	TEXT		TEXT AMT	
21PB	FBI NATIONAL ACADEMY ASSOC LO		300	
	FLORIDA CHIEFS ASSOCIATION LO		200	
	INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE LO		400	
	NOTARY LO		200	
	VOLUSIA/FLAGLER COUNTY POLICE CHIEFS ASSOC		300	
	FLORIDA EMERGENCY PREPARDNESS LO		100	
	2021 GOVERNORS HURRICANE CONF LO		1,500	
	2021 CJIS CONFERENCE LO		800	
	MEMBERSHIP FOR POLICE ACCREDITATION		450	
			4,250	
001-2110-521.55-01	TRAINING & EDUCATION COST	12,350	11,850	500
LEVEL	TEXT		TEXT AMT	
21PB	PLI LO		3,850	
	MISC TRAINING CLASSES		4,000	
	THI LO		1,100	
	FBI FLORIDA EXECUTIVE LEADERSHIP LO		600	
	TARGET SOLUTIONS LO		1,800	
	TARGET SOLUTIONS MAINTENANCE		200	
	SOFTWARE FOR POLICE ACCREDITATION		300	
			11,850	
001-2110-521.55-20	2ND DOLLAR FUND	3,700	3,700	0
LEVEL	TEXT		TEXT AMT	
21PB	FBI NAA TRAINING LO		1,000	
	SEMINARS AND CLASSES BY STATE FOR POLICE LO		1,300	
	FL POLICE CHIEFS TRAINING LO		900	
	FUTURE POLICE CHIEFS LO		500	
			3,700	
001-2110-521.56-10	VIP PROGRAM EXPENSE	500	500	0
LEVEL	TEXT		TEXT AMT	
21PB	VIPS PROGRAM EXPENSES (CLOTHING AND EQUIPMENT) LO		500	
			500	

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 001 GENERAL FUND					
DEPT 21 LAW ENFORCEMENT					
*		EXPENDITURE	269,361	309,577	40,216-
			-----	-----	-----
**		Op Expenditures/Expenses	269,361	309,577	40,216-
001-2110-521.82-00 PRIVATE ORG.GRANTS/CONTRB			0	1,000	1,000-
	LEVEL	TEXT		TEXT	AMT
	21PB	CRIME STOPPERS DINNER LO			1,000
					1,000
*		EXPENDITURE	0	1,000	1,000-
			-----	-----	-----
**		Grants and Aids	0	1,000	1,000-
001-2110-521.99-10 CONTINGENCY			23,377	0	23,377
*		EXPENDITURE	23,377	0	23,377
			-----	-----	-----
**		Other Uses	23,377	0	23,377
			-----	-----	-----
***		LAW ENFORCEMENT	2,481,565	2,468,277	13,288

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 001 GENERAL FUND					
DEPT 22 FIRE CONTROL					
001-2210-522.12-00 REGULAR SALARIES & WAGE			653,459	762,400	108,941-
	LEVEL	TEXT		TEXT AMT	
	21PB	FINANCE ESTIMATE INCL DROP PAYOUT		733,570	
		FIRE CHIEF			
		LIEUTENANT (3)			
		DRIVER/ENGINEER (3)			
		PARAMEDIC (3)			
		FIREFIGHTER (3)			
		ADMIN ASST			
		FIRE CHIEF			
		PARAMEDIC OTHER WAGES (6)		28,830	
				762,400	
001-2210-522.14-00 OVERTIME			95,596	103,700	8,104-
001-2210-522.15-00 INCENTIVE PAY			4,074	4,500	426-
	LEVEL	TEXT		TEXT AMT	
	21PB	INCENTIVE PAY (5 FTE)		4,500	
				4,500	
001-2210-522.15-10 CELL PHONE ALLOWANCE			600	600	0
001-2210-522.15-20 UNIFORM ALLOWANCE			200	200	0
001-2210-522.15-30 BOOT ALLOWANCE			1,500	1,500	0
* EXPENDITURE			755,429	872,900	117,471-

** Personal Services			755,429	872,900	117,471-
001-2210-522.21-00 FICA TAXES			56,010	66,500	10,490-
001-2210-522.22-00 RETIREMENT CONTRIBUTION			300,023	332,700	32,677-
	LEVEL	TEXT		TEXT AMT	
	21PB	FIRE PENSION-CITY		281,936	
		FIRE PENSION-STATE		47,064	
		FRS RETIREMENT		3,700	
				332,700	
001-2210-522.23-00 LIFE & HEALTH INSURANCE			107,170	112,900	5,730-
001-2210-522.24-00 WORKERS COMP INSURANCE			18,800	19,900	1,100-
* EXPENDITURE			482,003	532,000	49,997-

** Benefits			482,003	532,000	49,997-
001-2210-522.31-01 PROFESSIONAL SERVICES			1,300	2,300	1,000-
	LEVEL	TEXT		TEXT AMT	

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 001 GENERAL FUND					
DEPT 22 FIRE CONTROL					
	21PB	STATE VEHICLE AND BUILDING PERMITS		1,150	
		EMT / PARAMEDIC LICENSING		1,150	
				2,300	
001-2210-522.34-00		OTHER SERVICES	500	500	0
	LEVEL	TEXT		TEXT AMT	
	21PB	BIOHAZARD WASTE DISPOSAL		500	
				500	
001-2210-522.40-01		REGULAR TRAVEL	0	300	300-
	LEVEL	TEXT		TEXT AMT	
	21PB	PER DIEM FOR TRAINING IN SEMINOLE COUNTY		300	
				300	
001-2210-522.42-00		POSTAGE, FRT, EXPRESS	250	250	0
001-2210-522.44-00		RENTALS & LEASES	15,000	16,000	1,000-
	LEVEL	TEXT		TEXT AMT	
	21PB	HYDRANT RENTAL FROM WATER DEPARTMENT		15,000	
		MEDICAL OXYGEN RENTAL AND FILL		1,000	
				16,000	
001-2210-522.45-00		INSURANCE/NON-EMPLOYEE	18,700	18,242	458
	LEVEL	TEXT		TEXT AMT	
	21PB	PROPERTY & LIABILITY INSURANCE		18,242	
				18,242	
001-2210-522.46-01		REPAIRS & MAINTENANCE	671	0	671
001-2210-522.46-11		MAINTENANCE CONTRACTS	3,200	3,200	0
	LEVEL	TEXT		TEXT AMT	
	21PB	RADIO MAINTENANCE		1,700	
		BREATHING AIR FILL STATION AND TESTING		1,500	
				3,200	
001-2210-522.46-50		FLEET CHARGES	10,500	11,372	872-
001-2210-522.46-70		GENERATOR REPAIR & MAIN	4,855	0	4,855
001-2210-522.47-00		PRINTING & BINDING	500	300	200
001-2210-522.49-01		MISC EXPENSE	434	0	434
001-2210-522.51-00		OFFICE SUPPLIES	500	600	100-
001-2210-522.52-01		OPERATING SUPPLIES	22,283	19,200	3,083
	LEVEL	TEXT		TEXT AMT	

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 001 GENERAL FUND					
DEPT 22 FIRE CONTROL					
	21PB	REPLACEMENT TURNOUT GEAR		5,700	
		STATION OPERATIONS		6,750	
		ENGINE OPERATIONS		6,750	
				19,200	
001-2210-522.52-05		MEETING EXPENSE	0	100	100-
	LEVEL	TEXT		TEXT	AMT
	21PB	YEARLY CHIEFS MEETING		100	
				100	
001-2210-522.52-06		TRAINING SUPPLIES	500	1,000	500-
	LEVEL	TEXT		TEXT	AMT
	21PB	TRAINING EQUIPMENT AND SUPPLIES		1,000	
				1,000	
001-2210-522.52-19		UNIFORM EXPENSE	5,000	5,000	0
	LEVEL	TEXT		TEXT	AMT
	21PB	UNIFORM CLEANING		2,000	
		STATION UNIFORMS		3,000	
				5,000	
001-2210-522.52-50		FUEL & OIL SUPPLIES	9,700	9,000	700
001-2210-522.52-70		EMS SUPPLIES	7,472	9,000	1,528-
001-2210-522.52-90		FIRE PREVENTION SUPPLIES	500	500	0
	LEVEL	TEXT		TEXT	AMT
	21PB	SCHOOL AND COMMUNITY AWARENESS SUPPLIES		500	
				500	
001-2210-522.54-00		BOOKS/PUBL/SUBSCR/MEMBERS	500	500	0
	LEVEL	TEXT		TEXT	AMT
	21PB	FLORIDA FIRE CHIEFS		100	
		NOTARY		100	
		VOLUSIA COUNTY FIRE CHIEFS		100	
		FLORIDA FIRE MARSHALLS		200	
				500	
001-2210-522.55-01		TRAINING & EDUCATION COST	5,200	9,000	3,800-
	LEVEL	TEXT		TEXT	AMT
	21PB	EDUCATIONAL REIMBURSEMENT (IAFF)		7,500	
		TARGET SOLUTIONS		1,500	

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

		FISCAL YEAR	FISCAL YEAR	COMPARATIVE
		2019 - 2020	2020 - 2021	19/20 AMENDED
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMENDED	PROPOSED BUDGET	20/21 PROPOSED
FUND 001 GENERAL FUND				
DEPT 22 FIRE CONTROL				
			9,000	
*	EXPENDITURE	107,565	106,364	1,201
		-----	-----	-----
**	Op Expenditures/Expenses	107,565	106,364	1,201
001-2210-522.99-10 Contingency		13,003	0	13,003
*	EXPENDITURE	13,003	0	13,003
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**	Other Uses	13,003	0	13,003
		-----	-----	-----
***	FIRE CONTROL	1,358,000	1,511,264	153,264-

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 001 GENERAL FUND					
DEPT 24 COMMUNITY DEVELOPMENT					
001-2410-515.12-00		REGULAR SALARIES & WAGE	65,400	68,600	3,200-
	LEVEL	TEXT		TEXT AMT	
	21PB	CD DIRECTOR @ 75%		68,600	
				68,600	
001-2410-515.15-10		CELL PHONE ALLOWANCE	600	600	0
001-2410-515.15-20		UNIFORM ALLOWANCE	200	200	0
001-2410-524.12-00		REGULAR SALARIES & WAGE	83,100	75,000	8,100
	LEVEL	TEXT		TEXT AMT	
	21PB	FINANCE ESTIMATE		75,000	
		CODE ENFORCEMENT OFFICER			
		CODE ENFORCEMENT OFFICER II			
				75,000	
001-2410-524.13-00		OTHER SALARIES & WAGES	0	6,000	6,000-
	LEVEL	TEXT		TEXT AMT	
	21PB	FINANCE ESTIMATE		6,000	
		CLERICAL ASSISTANT (.85) FOR 7 MONTHS			
				6,000	
001-2410-524.14-00		OVERTIME	700	400	300
001-2410-524.15-10		CELL PHONE ALLOWANCE	600	600	0
001-2410-524.15-30		BOOT ALLOWANCE	200	200	0
* EXPENDITURE			150,800	151,600	800-
** Personal Services			150,800	151,600	800-
001-2410-515.21-00		FICA/MEDICARE TAXES	5,100	5,400	300-
001-2410-515.22-00		RETIREMENT CONTRIBUTION	16,700	18,600	1,900-
001-2410-515.23-00		LIFE & HEALTH INSURANCE	7,400	6,700	700
001-2410-515.24-00		WORKERS COMP INSURANCE	100	100	0
001-2410-524.21-00		FICA/MEDICARE TAXES	6,500	6,300	200
001-2410-524.22-00		RETIREMENT CONTRIBUTION	7,200	7,900	700-
001-2410-524.23-00		LIFE & HEALTH INSURANCE	23,900	17,300	6,600
001-2410-524.24-00		WORKERS COMP INSURANCE	900	900	0
* EXPENDITURE			67,800	63,200	4,600
** Benefits			67,800	63,200	4,600
001-2410-515.31-01		PROFESSIONAL SERVICES	18,000	6,000	12,000
001-2410-515.40-01		REGULAR TRAVEL	600	0	600
001-2410-515.42-00		POSTAGE, FRT, EXPRESS	100	25	75
001-2410-515.44-00		RENTALS & LEASES	900	0	900

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 001 GENERAL FUND					
DEPT 24 COMMUNITY DEVELOPMENT					
001-2410-515.45-00		PROPERTY LIAB INSURANCE	952	939	13
	LEVEL	TEXT		TEXT AMT	
	21PB	PROPERTY & LIABILITY INSURANCE		939	
				939	
001-2410-515.46-11		MAINTENANCE CONTRACTS	500	0	500
001-2410-515.51-00		OFFICE SUPPLIES	250	200	50
001-2410-515.54-00		BOOKS/PUBL/SUBSCR/MEMBERS	700	600	100
	LEVEL	TEXT		TEXT AMT	
	21PB	AICP LICENSE AND MEMBERSHIP, ETC		600	
				600	
001-2410-515.55-01		TRAINING & EDUCATION COST	1,100	0	1,100
001-2410-524.31-01		PROFESSIONAL SERVICES	3,000	3,000	0
	LEVEL	TEXT		TEXT AMT	
	21PB	SPECIAL MASTER		3,000	
				3,000	
001-2410-524.31-50		LEGAL/OFFICIAL ADVERTISNG	1,200	1,200	0
	LEVEL	TEXT		TEXT AMT	
	21PB	LIENS, RECORDING, LEGAL		1,200	
				1,200	
001-2410-524.34-00		OTHER SERVICES	10,000	3,000	7,000
	LEVEL	TEXT		TEXT AMT	
	21PB	LAWN CARE, DEMO, DEBRIS REMOVAL, ETC.		3,000	
				3,000	
001-2410-524.34-90		HUMANE SOCIETY SERVICES	43,000	40,000	3,000
	LEVEL	TEXT		TEXT AMT	
	21PB	HUMANE SOCIETY		25,000	
		REDINGER CLINIC		15,000	
				40,000	
001-2410-524.40-01		REGULAR TRAVEL	600	400	200
	LEVEL	TEXT		TEXT AMT	
	21PB	TRAVEL AND PER DIEM FOR RANDY		400	
				400	

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 001 GENERAL FUND					
DEPT 24 COMMUNITY DEVELOPMENT					
001-2410-524.42-00		POSTAGE, FRT, EXPRESS	1,200	1,100	100
	LEVEL	TEXT		TEXT AMT	
	21PB	MAILINGS OF NOTICES OF VIOLATION, NTA, ETC		1,100	
				1,100	
001-2410-524.44-00		RENTALS & LEASES	900	700	200
001-2410-524.45-00		INSURANCE/NON-EMPLOYEE	4,433	2,988	1,445
	LEVEL	TEXT		TEXT AMT	
	21PB	PROPERTY & LIABILITY INSURANCE		2,988	
				2,988	
001-2410-524.46-01		REPAIRS & MAINTENANCE	0	700	700
001-2410-524.46-11		MAINTENANCE CONTRACTS	700	0	700
001-2410-524.46-50		FLEET CHARGES	1,500	5,812	4,312
001-2410-524.47-00		PRINTING & BINDING	600	300	300
	LEVEL	TEXT		TEXT AMT	
	21PB	NOTICES, INVOICES, ETC		300	
				300	
001-2410-524.51-00		OFFICE SUPPLIES	350	350	0
001-2410-524.52-02		COMPUTERS	1,400	0	1,400
001-2410-524.52-20		CLOTHING & EQUIP	450	450	0
	LEVEL	TEXT		TEXT AMT	
	21PB	SHIRTS AND PANTS FOR CODE OFFICERS		450	
				450	
001-2410-524.52-50		FUEL & OIL SUPPLIES	2,500	1,700	800
001-2410-524.54-00		BOOKS/PUBL/SUBSCR/MEMBERS	200	100	100
	LEVEL	TEXT		TEXT AMT	
	21PB	CODE ENFORCEMENT MEMBERSHIP, ETC.		100	
				100	
001-2410-524.55-01		TRAINING & EDUCATION COST	1,100	700	400
	LEVEL	TEXT		TEXT AMT	
	21PB	CODE ENFORCEMENT CONTINUING ED FOR CERTIFICATION		700	
				700	
*	EXPENDITURE		96,235	70,264	25,971
			-----	-----	-----
**	Op Expenditures/Expenses		96,235	70,264	25,971

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

		FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
ACCOUNT NUMBER	ACCOUNT DESCRIPTION			
FUND 001 GENERAL FUND				
DEPT 24 COMMUNITY DEVELOPMENT				

***	COMMUNITY DEVELOPMENT	314,835	285,064	29,771

ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 001 GENERAL FUND					
DEPT 41 PUBLIC WORKS					
001-4141-541.12-00		REGULAR SALARIES & WAGE	124,160	126,800	2,640-
	LEVEL	TEXT		TEXT AMT	
	21PB	FINANCE ESTIMATE		126,800	
		STREETS & DRAINAGE SUPERVISOR @ 50%			
		LEAD EQUIPMENT OPERATORS (3)		126,800	
001-4141-541.14-00		OVERTIME	2,069	1,800	269
	LEVEL	TEXT		TEXT AMT	
	21PB	FINANCE ESTIMATE			
001-4141-541.15-10		CELL PHONE ALLOWANCE	300	300	0
	LEVEL	TEXT		TEXT AMT	
	21PB	CELL PHONE @ 50%		300	
				300	
001-4141-541.15-30		BOOT ALLOWANCE	400	400	0
	LEVEL	TEXT		TEXT AMT	
	21PB	BOOT ALLOWANCE (3 FTE)		400	
				400	
*	EXPENDITURE		126,929	129,300	2,371-
			-----	-----	-----
**	Personal Services		126,929	129,300	2,371-
001-4141-541.21-00		FICA/MEDICARE TAXES	9,656	9,900	244-
001-4141-541.22-00		RETIREMENT CONTRIBUTION	10,667	13,500	2,833-
001-4141-541.23-00		LIFE & HEALTH INSURANCE	31,089	30,300	789
001-4141-541.24-00		WORKERS COMP INSURANCE	4,767	6,000	1,233-
*	EXPENDITURE		56,179	59,700	3,521-
			-----	-----	-----
**	Benefits		56,179	59,700	3,521-
001-4141-541.40-01		REGULAR TRAVEL	400	200	200
001-4141-541.42-00		POSTAGE, FRT, EXPRESS	600	100	500
001-4141-541.44-00		RENTALS & LEASES	1,000	1,500	500-
	LEVEL	TEXT		TEXT AMT	
	21PB	ASPHALT ROLLER, GRINDERS, ETC.		1,500	
				1,500	
001-4141-541.45-00		INSURANCE/NON-EMPLOYEE	6,329	5,973	356
	LEVEL	TEXT		TEXT AMT	

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 001 GENERAL FUND					
DEPT 41 PUBLIC WORKS					
21PB		PROPERTY & LIABILITY INSURANCE		5,973	
				5,973	
001-4141-541.46-01 REPAIRS & MAINTENANCE			11,500	12,000	500-
LEVEL		TEXT		TEXT AMT	
21PB		SIDEWALKS, STREETS, ROW, BRIDGES, ETC.		12,000	
				12,000	
001-4141-541.46-10 TRAFFIC LIGHT REPAIRS			41,000	50,000	9,000-
LEVEL		TEXT		TEXT AMT	
21PB		VOLUSIA COUNTY MAINTENANCE AGREEMENT		15,500	
		FEC XING SIGNAL MAINT #271931L 2ND ST		2,100	
		PEDESTRIAN CROSSING 3RD STREET		4,100	
		FEC XING SIGNAL MAINT #291929K 6TH ST		4,900	
		FEC XING SIGNAL MAINT #273056X 10TH ST		2,100	
		FEC XING SIGNAL MAINT #271925H FLOMICH STREET		4,900	
		FEC XING SIGNAL MAINT #291924B CALLE GRANDE		4,900	
		PEDESTRIAN CROSSING CALLE GRANDE		4,100	
		FEC LICENSE FEE #271924B CALLE GRANDE		4,900	
		FEC XING SIGNAL MAINT #271926P WALKER STREET		2,500	
				50,000	
001-4141-541.46-12 STREET LIGHT REPAIRS			2,600	2,500	100
LEVEL		TEXT		TEXT AMT	
21PB		NOVA STREET LIGHT REPAIRS		2,500	
				2,500	
001-4141-541.46-50 FLEET CHARGES			43,400	43,302	98
001-4141-541.46-60 SMALL EQ REPAIR & MAINT			4,100	4,000	100
LEVEL		TEXT		TEXT AMT	
21PB		SMALL EQUIPMENT REPAIR & MAINTENANCE		4,000	
				4,000	
001-4141-541.49-10 OTHER SPECIAL COSTS			200,000	130,000	70,000
LEVEL		TEXT		TEXT AMT	
21PB		FEC TRACK CROSSING UPGRADE - 6TH STREET		130,000	
				130,000	
001-4141-541.49-20 TREE REMOVAL			9,400	12,400	3,000-
001-4141-541.52-01 OPERATING SUPPLIES			5,300	5,000	300
001-4141-541.52-02 COMPUTERS			0	1,400	1,400-

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 001 GENERAL FUND					
DEPT 41 PUBLIC WORKS					
	LEVEL	TEXT		TEXT AMT	
	21PB	LAPTOP FOR TRUCK #136 - \$2,800 X 50%		1,400	
				1,400	
001-4141-541.52-04		SMALL TOOLS & EQUIPMENT	1,100	1,200	100-
001-4141-541.52-10		SIGNS & MATERIALS	14,400	14,000	400
	LEVEL	TEXT		TEXT AMT	
	21PB	STREET SIGNS & MATERIALS		8,800	
		STREET SIGN ASSEMBLIES		5,200	
				14,000	
001-4141-541.52-19		UNIFORM EXPENSE	1,100	1,100	0
	LEVEL	TEXT		TEXT AMT	
	21PB	UNIFORMS - \$180 EST X 6 EMPLOYEES X 50%		600	
		UNIFORM REPAIRS (ESTIMATED)		300	
		UNIFORMS \$130 EST X 1 EMPLOYEE X 10%		100	
		MISC		100	
				1,100	
001-4141-541.52-50		FUEL & OIL SUPPLIES	8,600	7,500	1,100
001-4141-541.53-00		ROAD MATERIAL & SUPPLIES	6,500	6,000	500
	LEVEL	TEXT		TEXT AMT	
	21PB	SHELL, LIMEROCK, SAND, FILL DIRT, ETC.		6,000	
				6,000	
*	EXPENDITURE		357,329	298,175	59,154
			-----	-----	-----
**	Op Expenditures/Expenses		357,329	298,175	59,154
001-4141-541.99-10		CONTINGENCY	28,692	0	28,692
*	EXPENDITURE		28,692	0	28,692
			-----	-----	-----
**	Other Uses		28,692	0	28,692
001-4172-572.12-00		REGULAR SALARIES & WAGE	208,568	211,000	2,432-
	LEVEL	TEXT		TEXT AMT	
	21PB	FINANCE ESTIMATE		211,000	
		FACILITIES SUPERVISOR			
		TRADESWORKER			
		EQUIPMENT OPERATOR/MAINTENANCE WORKER			
		CUSTODIAN (3)			

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 001 GENERAL FUND					
DEPT 41 PUBLIC WORKS					
		PART-TIME CUSTODIAN		211,000	
001-4172-572.13-00		OTHER SALARIES & WAGES	2,272	5,000	2,728-
	LEVEL	TEXT		TEXT AMT	
	21PB	CUSTODIAN (PT) (1)		5,000	
				5,000	
001-4172-572.14-00		OVERTIME	2,908	1,800	1,108
001-4172-572.15-10		CELL PHONE ALLOWANCE	600	600	0
001-4172-572.15-20		UNIFORM ALLOWANCE	200	200	0
001-4172-572.15-30		BOOT ALLOWANCE	600	600	0
* EXPENDITURE			215,148	219,200	4,052-
** Personal Services			215,148	219,200	4,052-
001-4172-572.21-00		FICA/MEDICARE TAXES	16,352	16,800	448-
001-4172-572.22-00		RETIREMENT CONTRIBUTION	18,223	22,000	3,777-
001-4172-572.23-00		LIFE & HEALTH INSURANCE	49,514	51,800	2,286-
001-4172-572.24-00		WORKERS COMP INSURANCE	4,205	4,200	5
* EXPENDITURE			88,294	94,800	6,506-
** Benefits			88,294	94,800	6,506-
001-4172-572.31-01		PROFESSIONAL SERVICES	500	300	200
	LEVEL	TEXT		TEXT AMT	
	21PB	CITY HALL ELEVATOR OPERATING PERMITS		200	
		- LIFT #47895 - \$75.00			
		- ELEVATOR #47665 - \$75.00			
		FDOH FOOD HYGIENE FEES - SICA HALL		100	
				300	
001-4172-572.34-00		OTHER SERVICES	88,900	79,800	9,100
	LEVEL	TEXT		TEXT AMT	
	21PB	YMCA CONTRACT		45,000	
		FERTILIZATION, PEST & LANDSCAPING CONTROL GROUNDS		5,000	
		FL DEPT OF CORRECTIONS (INMATES) \$57,497/2		28,800	
		SECURITY ALARMS (CITY HALL, POLICE DEPT.)		1,000	
				79,800	
001-4172-572.34-20		LANDSCAPING SERVICES	110,941	120,000	9,059-
	LEVEL	TEXT		TEXT AMT	

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 001 GENERAL FUND					
DEPT 41 PUBLIC WORKS					
21PB		LANDSCAPING OF BUILDINGS & GROUNDS		120,000	
				120,000	
001-4172-572.40-01 REGULAR TRAVEL			0	400	400-
001-4172-572.42-00 POSTAGE, FRT, EXPRESS			250	500	250-
001-4172-572.43-01 UTILITY SERVICES			292,000	292,000	0
LEVEL		TEXT		TEXT AMT	
21PB		FPL AND TECO ALL ACCOUNTS		251,000	
		WATER ALL ACCOUNTS		35,600	
		BOYS & GIRLS CLUB UTILITIES		5,400	
				292,000	
001-4172-572.44-00 RENTALS & LEASES			1,144	1,500	356-
LEVEL		TEXT		TEXT AMT	
21PB		MISC RENTALS (DITCH WITCH, ETC.)		1,500	
				1,500	
001-4172-572.45-00 INSURANCE/NON-EMPLOYEE			10,127	9,785	342
LEVEL		TEXT		TEXT AMT	
21PB		PROPERTY & LIABILITY INSURANCE		9,785	
				9,785	
001-4172-572.46-01 REPAIRS & MAINTENANCE			104,130	88,500	15,630
LEVEL		TEXT		TEXT AMT	
21PB		FIRE DEPARTMENT REPAIR & MAINTENANCE		5,000	
		PARK BUILDINGS & EQUIPMENT		10,000	
		A/C MAINTENANCE ON 48 UNITS		20,000	
		BOYS & GIRLS CLUB MISC REPAIR & MAINTENANCE		5,000	
		CITY HALL REPAIR & MAINTENANCE		8,000	
		PW YARD REPAIR & MAINTENANCE (INCLUDES FLEET)		8,000	
		CITY HALL ANNEX REPAIR & MAINTENANCE		4,000	
		POLICE DEPARTMENT REPAIR & MAINTENANCE		5,000	
		SICA HALL REPAIR & MAINTENANCE		2,000	
		CLUB HOUSE REPAIR & MAINTENANCE		1,000	
		PROGRAMMABLE DOOR LOCKS		3,000	
		FIRE ALARM INSPECTIONS (CH, FD, CHA, SICA)		1,000	
		BURGLAR ALARM INSPECTIONS (PD, BOYS & GIRLS)		1,000	
		YMCA REPAIR & MAINTENANCE (DOORS, FRAMES, ROOF)		5,000	
		CITY HALL LIFT & ELEVATOR REPAIRS		8,000	
		REPLACEMENT TOILETS, SINKS FOR PW ADMIN		2,500	
				88,500	

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 001 GENERAL FUND				
DEPT 41 PUBLIC WORKS				
			15,000	
001-4172-572.52-04	SMALL TOOLS & EQUIPMENT	3,700	2,800	900
	LEVEL TEXT		TEXT AMT	
	21PB EDGERS - 2 @ \$550		1,100	
	REPLACEMENT TRIMMERS - 2 @ \$325		700	
	MISCELLANEOUS TOOLS - TRADESWORKER		1,000	
			2,800	
001-4172-572.52-10	SIGNS & MATERIALS	1,519	2,000	481-
	LEVEL TEXT		TEXT AMT	
	21PB PARKS AND FACILITIES SIGNAGE		2,000	
			2,000	
001-4172-572.52-19	UNIFORM EXPENSE	1,400	1,400	0
	LEVEL TEXT		TEXT AMT	
	21PB UNIFORMS - \$210 EST EXPENSE X 5 EMPLOYEES		1,100	
	UNIFORM REPAIRS (ESTIMATED)		100	
	UNIFORMS - \$130 EST EXP X 1 EMPLOYEE		200	
			1,400	
001-4172-572.52-21	PROGRAM EXPENSE	844	5,000	4,156-
	LEVEL TEXT		TEXT AMT	
	21PB REPLACEMENT DECORATIONS - CITY HALL		2,500	
	REPLACEMENT BULBS, REPAIRS CHRISTMAS ORNAMENTS		2,500	
			5,000	
001-4172-572.52-50	FUEL & OIL SUPPLIES	4,695	5,000	305-
	LEVEL TEXT		TEXT AMT	
	21PB FUEL FOR SMALL EQUIPMENT		4,100	
	ENGINE OIL FOR SMALL EQUIPMENT		500	
	HYDRAULIC OIL FOR SMALL EQUIPMENT		400	
			5,000	
001-4172-572.52-64	MACH/EQUIP CAPITAL-LIKE	4,000	0	4,000
001-4172-572.55-01	TRAINING & EDUCATION COST	1,000	1,000	0
	LEVEL TEXT		TEXT AMT	
	21PB MISC TRAINING COURSES: PEST, LAWN, SAFETY		1,000	
			1,000	

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 001 GENERAL FUND				
DEPT 41 PUBLIC WORKS				
* EXPENDITURE		695,143	688,792	6,351
		-----	-----	-----
** Op Expenditures/Expenses		695,143	688,792	6,351
001-4172-572.99-10 CONTINGENCY		61,697	0	61,697
* EXPENDITURE		61,697	0	61,697
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** Other Uses		61,697	0	61,697
		-----	-----	-----
*** PUBLIC WORKS		1,629,411	1,489,967	139,444

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 001 GENERAL FUND					
DEPT 81 NON-DEPARTMENTAL					
001-8110-581.03-01 GF CAPITAL PROJECTS			570,000	0	570,000
001-8110-581.10-04 TRANSFER TO PERMITTING			120,098	189,992	69,894-
* EXPENDITURE			690,098	189,992	500,106
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** Personal Services			690,098	189,992	500,106
001-8110-580.45-01 INSURANCE			2,326	0	2,326
001-8110-580.49-30 DIRECT ALLOCATION COST			352,020	422,099	70,079-
		LEVEL	TEXT	TEXT	AMT
		21PB	DIRECT COST ALLOCATION IT		349,849
			DIRECT COST ALLOCATION PW ADMIN		72,250
					422,099
* EXPENDITURE			354,346	422,099	67,753-
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** Op Expenditures/Expenses			354,346	422,099	67,753-
001-8110-580.64-00 MACHINERY & EQUIPMENT			329,119	0	329,119
* EXPENDITURE			329,119	0	329,119
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** Capital Outlay			329,119	0	329,119
001-8110-581.91-60 TRANSFER TO CAPITAL PRJCT			0	613,320	613,320-
		LEVEL	TEXT	TEXT	AMT
		21PB	RADIO REPLACEMENT		71,000
			FIRE TRUCK RESERVE		50,000
			GRANT MATCH FOR FIRE DEPT HARDENING		66,775
			SICA HALL IMPROVEMENT		75,000
			BRIDGE SUNRISE PARK NORTH & SOUTH		150,000
			COMMISSION CHAMBERS REFURBISHMENT		13,500
			CLUB HOUSE RE-ROOF		11,000
			BODY CAMERA SYSTEM		41,045
			POLICE VEHICLES (3 EA)		135,000
					613,320
001-8110-589.99-10 BUDGET RESVE/CONTINGENCY			178,852	0	178,852
* EXPENDITURE			178,852	613,320	434,468-
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** Other Uses			178,852	613,320	434,468-
-----			-----	-----	-----
*** NON-DEPARTMENTAL			1,552,415	1,225,411	327,004
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**** GENERAL FUND			9,073,239	8,698,631	374,608

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FISCAL YEAR	FISCAL YEAR	COMPARATIVE
		2019 - 2020	2020 - 2021	19/20 AMENDED
		AMENDED	PROPOSED BUDGET	20/21 PROPOSED
FUND 001	GENERAL FUND			
DEPT 81	NON-DEPARTMENTAL			

FUEL TAX FUND REVENUE

ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 002 LOCAL OPTION FUEL TAX					
002-0000-312.42-10		2ND LOCAL OPTION FUEL TAX	140,403	126,185	14,218-
	LEVEL	TEXT		TEXT AMT	
	21PB	STATE ESTIMATE 08 20 2020		126,185	
				126,185	
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*	TAXES		140,403	126,185	14,218-
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002-0000-344.04-95		MOBILITY FEE	0	200,000	200,000
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*	CHARGES FOR SERVICES		0	200,000	200,000
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002-0000-361.10-00		INVESTMENTS	0	5,000	5,000
002-0000-361.15-00		STI - SUNTRUST INVESTMENT	3,100	0	3,100-
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*	MISC REVENUES		3,100	5,000	1,900
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002-0000-381.04-95		TRSF FROM 495 FUND	200,000	0	200,000-
002-0000-384.04-95		SOLID WASTE	300,000	0	300,000-
002-0000-389.10-00		PRIOR YR CARRYFORWARD	228,744	0	228,744-
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*	OTHER SOURCES		728,744	0	728,744-
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**	LOCAL OPTION FUEL TAX		872,247	331,185	541,062-

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

FUEL TAX FUND EXPENSE

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 002	LOCAL OPTION FUEL TAX			
DEPT 81	NON-DEPARTMENTAL			
002-8110-580.46-01	REPAIRS & MAINTENANCE	868,803	331,185	537,618
*	EXPENDITURE	868,803	331,185	537,618
		-----	-----	-----
**	Op Expenditures/Expenses	868,803	331,185	537,618
002-8110-589.99-10	BUDGET RESVE/CONTINGENCY	3,444	0	3,444
*	EXPENDITURE	3,444	0	3,444
		-----	-----	-----
**	Other Uses	3,444	0	3,444
		-----	-----	-----
***	NON-DEPARTMENTAL	872,247	331,185	541,062
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****	LOCAL OPTION FUEL TAX	872,247	331,185	541,062

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

BUILDING PERMITTING FUND REVENUE

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 004 PERMITTING				
004-0000-322.00-00	BUILDING PERMITS	2,000	3,500	1,500
004-0000-322.10-00	BUILDING	95,300	75,000	20,300-
004-0000-322.11-00	ELECTRIC	13,000	9,000	4,000-
004-0000-322.12-00	PLUMBING	16,000	4,000	12,000-
004-0000-322.13-00	MECHANICAL PERMITS	12,000	10,000	2,000-
004-0000-329.10-00	OTHER PERMITS AND FEES	3,000	2,500	500-
004-0000-329.10-11	APLIC FEE-RES BLDG PERMIT	16,000	16,000	0
004-0000-329.10-12	APLIC FEE-COM BLDG PERMIT	12,700	10,000	2,700-
004-0000-329.20-00	OL FIRE INSPECTION FEES	2,500	2,200	300-
004-0000-329.20-22	SECOND RE-INSPECTION	350	200	150-
004-0000-329.30-31	CHANGE SUB-CONTRACTOR FEE	50	40	10-
004-0000-329.30-32	PLACARD FEE	2,000	2,500	500
004-0000-329.30-33	PLACARD REPLACEMENT FEE	150	0	150-
004-0000-329.30-34	PERMIT RENEWAL (ACTIVE)	1,300	900	400-
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*	PERMITS, FEES, SPECL ASSESS	176,350	135,840	40,510-
004-0000-361.10-00	INVESTMENTS	30	150	120
004-0000-369.90-00	MISC REVENUES	400	350	50-
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*	MISC REVENUES	430	500	70
004-0000-381.10-01	TRANS FRM GEN FUND	120,098	189,992	69,894
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*	OTHER SOURCES	120,098	189,992	69,894
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**	PERMITTING	296,878	326,332	29,454

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

BUILDING PERMITTING FUND EXPENSE

ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 004 PERMITTING					
DEPT 24 COMMUNITY DEVELOPMENT					
004-2415-524.12-00		REGULAR SALARIES & WAGE	195,000	219,900	24,900-
	LEVEL	TEXT		TEXT AMT	
	21PB	FINANCE ESTIMATE		219,900	
		CHIEF BUILDING OFFICIAL			
		FIRE INSPECTOR			
		PERMIT TECH (1) THROUGH FEBRUARY, (1) FULL-TIME			
		CD DIRECTOR @ 25%		219,900	
004-2415-524.14-00		OVERTIME	900	500	400
004-2415-524.15-10		CELL PHONE ALLOWANCE	900	900	0
004-2415-524.15-20		UNIFORM ALLOWANCE	300	400	100-
004-2415-524.15-30		BOOT ALLOWANCE	200	200	0
*		EXPENDITURE	197,300	221,900	24,600-

**		Personal Services	197,300	221,900	24,600-
004-2415-524.21-00		FICA/MEDICARE TAXES	15,200	17,000	1,800-
004-2415-524.22-00		RETIREMENT CONTRIBUTION	23,200	21,500	1,700
004-2415-524.23-00		LIFE & HEALTH INSURANCE	31,400	40,600	9,200-
004-2415-524.24-00		WORKERS COMP INSURANCE	1,700	1,700	0
*		EXPENDITURE	71,500	80,800	9,300-

**		Benefits	71,500	80,800	9,300-
004-2415-524.31-01		PROFESSIONAL SERVICES	3,926	2,000	1,926
004-2415-524.40-01		REGULAR TRAVEL	1,000	231	769
004-2415-524.42-00		POSTAGE, FRT, EXPRESS	2,000	2,000	0
004-2415-524.44-00		RENTALS & LEASES	900	900	0
004-2415-524.45-00		INSURANCE/NON-EMPLOYEE	5,448	5,239	209
	LEVEL	TEXT		TEXT AMT	
	21PB	PROPERTY & LIABILITY INSURANCE		5,239	
				5,239	
004-2415-524.46-11		MAINTENANCE CONTRACTS	700	400	300
004-2415-524.46-50		FLEET CHARGES	5,655	5,812	157-
004-2415-524.47-00		PRINTING & BINDING	1,500	500	1,000
004-2415-524.51-00		OFFICE SUPPLIES	500	500	0
004-2415-524.52-01		OPERATING SUPPLIES	500	250	250
004-2415-524.52-20		CLOTHING & EQUIP	300	300	0
	LEVEL	TEXT		TEXT AMT	
	21PB	SHIRTS FOR ELENI AND RICK BEAUREGARD		300	
				300	

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

		FISCAL YEAR	FISCAL YEAR	COMPARATIVE
		2019 - 2020	2020 - 2021	19/20 AMENDED
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMENDED	PROPOSED BUDGET	20/21 PROPOSED
FUND 004 PERMITTING				
DEPT 24 COMMUNITY DEVELOPMENT				
004-2415-524.52-50	FUEL & OIL SUPPLIES	2,249	2,100	149
004-2415-524.54-00	BOOKS/PUBL/SUBSCR/MEMBERS	1,400	1,400	0
004-2415-524.55-01	TRAINING & EDUCATION COST	2,000	2,000	0
*	EXPENDITURE	28,078	23,632	4,446
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**	Op Expenditures/Expenses	28,078	23,632	4,446
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***	COMMUNITY DEVELOPMENT	296,878	326,332	29,454-
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****	PERMITTING	296,878	326,332	29,454-

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

POLICE IMPACT FEE FUND REVENUE

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 101	LAW ENFORCEMNT IMPACT FEE			
101-0000-324.11-00	RESIDENTIAL-PUBLIC SAFETY	500	500	0
101-0000-324.12-00	COMMERCIAL-PUBLIC SAFETY	3,500	5,000	1,500
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*	PERMITS, FEES, SPECL ASSESS	4,000	5,500	1,500
101-0000-361.10-00	INVESTMENTS	0	600	600
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*	MISC REVENUES	0	600	600
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**	LAW ENFORCEMNT IMPACT FEE	4,000	6,100	2,100

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

POLICE IMPACT FEE FUND EXPENSE

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 101	LAW ENFORCEMNT IMPACT FEE			
DEPT 81	NON-DEPARTMENTAL			
101-8110-589.99-10	BUDGET RESVE/CONTINGENCY	4,000	6,100	2,100-
*	EXPENDITURE	4,000	6,100	2,100-
		-----	-----	-----
**	Other Uses	4,000	6,100	2,100-
		-----	-----	-----
***	NON-DEPARTMENTAL	4,000	6,100	2,100-
		-----	-----	-----
****	LAW ENFORCEMNT IMPACT FEE	4,000	6,100	2,100-

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FIRE IMPACT FEE FUND REVENUE

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 102	FIRE IMPACT FEE TRST ACCT			
102-0000-324.11-00	RESIDENTIAL-PUBLIC SAFETY	0	500	500
102-0000-324.12-00	COMMERCIAL-PUBLIC SAFETY	0	1,865	1,865

*	PERMITS, FEES, SPECL ASSESS	0	2,365	2,365
102-0000-361.10-00	INVESTMENTS	0	450	450
102-0000-361.15-00	STI - SUNTRUST INVESTMENT	400	0	400-

*	MISC REVENUES	400	450	50

**	FIRE IMPACT FEE TRST ACCT	400	2,815	2,415

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

FIRE IMPACT FEE FUND EXPENSE

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 102	FIRE IMPACT FEE TRST ACCT			
DEPT 81	NON-DEPARTMENTAL			
102-8110-589.99-10	BUDGET RESVE/CONTINGENCY	400	2,815	2,415-
*	EXPENDITURE	400	2,815	2,415-
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**	Other Uses	400	2,815	2,415-
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***	NON-DEPARTMENTAL	400	2,815	2,415-
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****	FIRE IMPACT FEE TRST ACCT	400	2,815	2,415-

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ROAD IMPACT FEE FUND REVENUE

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 103	ROAD IMPACT FEE TRST ACCT			
103-0000-324.31-00	RESIDENTIAL-ROADS/TRANSP	500	840	340
103-0000-324.32-00	COMMERCIAL-ROADS/TRANSP	10,000	7,500	2,500-
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*	PERMITS, FEES, SPECL ASSESS	10,500	8,340	2,160-
103-0000-344.90-20	SIDEWALK FEE	0	780	780
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*	CHARGES FOR SERVICES	0	780	780
103-0000-361.10-00	INVESTMENTS	0	950	950
103-0000-361.15-00	STI - SUNTRUST INVESTMENT	750	0	750-
103-0000-369.91-00	ADMINISTRATIVE FEE (1%)	100	85	15-
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*	MISC REVENUES	850	1,035	185
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**	ROAD IMPACT FEE TRST ACCT	11,350	10,155	1,195-

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

ROAD IMPACT FEE FUND EXPENSE

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 103	ROAD IMPACT FEE TRST ACCT			
DEPT 81	NON-DEPARTMENTAL			
103-8110-589.99-10	BUDGET RESVE/CONTINGENCY	11,350	10,155	1,195
* EXPENDITURE		11,350	10,155	1,195
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** Other Uses		11,350	10,155	1,195
-----		-----	-----	-----
*** NON-DEPARTMENTAL		11,350	10,155	1,195
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**** ROAD IMPACT FEE TRST ACCT		11,350	10,155	1,195

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PARK IMPACT FEE FUND REVENUE

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 104	PARK IMPACT FEE TRST ACCT			
104-0000-324.61-00	RESIDENTIAL-PARKS/CULTURAL	1,000	1,500	500
104-0000-324.62-00	COMMERCIAL-PARKS/CULTURAL	1,000	0	1,000-

*	PERMITS, FEES, SPECL ASSESS	2,000	1,500	500-
104-0000-361.10-00	INVESTMENTS	0	200	200
104-0000-361.15-00	STI - SUNTRUST INVESTMENT	500	0	500-

*	MISC REVENUES	500	200	300-
104-0000-380.10-00	APPROPRIATED FUND BAL	44,500	0	44,500-

*	OTHER SOURCES	44,500	0	44,500-

**	PARK IMPACT FEE TRST ACCT	47,000	1,700	45,300-

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PARK IMPACT FEE FUND EXPENSE

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 104	PARK IMPACT FEE TRST ACCT			
DEPT 81	NON-DEPARTMENTAL			
104-8110-589.99-10	BUDGET RESVE/CONTINGENCY	47,000	1,700	45,300
*	EXPENDITURE	47,000	1,700	45,300
		-----	-----	-----
**	Other Uses	47,000	1,700	45,300
		-----	-----	-----
***	NON-DEPARTMENTAL	47,000	1,700	45,300
		-----	-----	-----
****	PARK IMPACT FEE TRST ACCT	47,000	1,700	45,300

POLICE EXPLORERS FUND REVENUE

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 115 H H POLICE EXPLORERS				
115-0000-347.21-00	PROGRAM ACTIVITY FEES	2,500	2,100	400-
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* CHARGES FOR SERVICES		2,500	2,100	400-
115-0000-366.90-10	EXPLORERS	900	0	900-
115-0000-366.90-15	DONATIONS FOR 5-0 CLUB	400	600	200
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* MISC REVENUES		1,300	600	700-
115-0000-389.10-00	PRIOR YR CARRYFORWARD	0	1,500	1,500
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* OTHER SOURCES		0	1,500	1,500
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** H H POLICE EXPLORERS		3,800	4,200	400

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POLICE EXPLORERS FUND EXPENSE

ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 115 H H POLICE EXPLORERS					
DEPT 21 LAW ENFORCEMENT					
115-2110-521.52-20		CLOTHING & EQUIP	400	800	400-
	LEVEL	TEXT		TEXT AMT	
	21PB	UNIFORMS (20X40) LO		800	
				800	
115-2110-521.52-21		PROGRAM EXPENSE	3,400	3,400	0
	LEVEL	TEXT		TEXT AMT	
	21PB	MISC PROGRAM EXPENSE MEETINGS LO		300	
		ANNUAL FAIR EXPENSE LO		1,000	
		COKE		1,100	
		5-0 CLUB MEETING EXP		1,000	
				3,400	
*		EXPENDITURE	3,800	4,200	400-
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**		Op Expenditures/Expenses	3,800	4,200	400-
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***		LAW ENFORCEMENT	3,800	4,200	400-
-----			-----	-----	-----
****		H H POLICE EXPLORERS	3,800	4,200	400-

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

COMMUNITY REDEVLOPMENT (CRA) FUND REVENUE

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 130	COMMUNITY REDEVELOPMT			
130-0000-311.10-00	CURRENT AD-VALOREM TAXES	1,181,907	1,257,073	75,166
	LEVEL 21PB		TEXT AMT	
	AT 6.25 MILLAGE RATE AT 95%		1,257,073	
	CITY OF HOLLY HILL TIFF			
	JULY 1 CRA INCREMENT OF \$211,717,481@ 95%		1,257,073	
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*	TAXES	1,181,907	1,257,073	75,166
130-0000-338.30-00	INTERGOVT SHARE OF TIF	1,193,254	1,314,940	121,686
	LEVEL 21PB		TEXT AMT	
	VOLUSIA COUNTY TAX INCREMENT CONTRIBUTION		1,243,618	
	HALIFAX HOSP TAX INCREMENT CONTRIBUTION		71,322	
			1,314,940	
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*	INTERGOVERNMENTAL REVENUE	1,193,254	1,314,940	121,686
130-0000-361.10-00	INVESTMENTS	7,200	10,000	2,800
130-0000-366.90-00	CONTRIB/GRANTS/DONATIONS	100,000	0	100,000-
	LEVEL 21PB		TEXT AMT	
	FINANCE ESTIMATE			
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*	MISC REVENUES	107,200	10,000	97,200-
130-0000-381.01-35	CRA FOUNTAINHEAD	3,130	0	3,130-
130-0000-389.10-00	PRIOR YR CARRYFORWARD	1,289,506	65,000	1,224,506-
	LEVEL 21PB		TEXT AMT	
	FHC GUIDEWELL GRANT		65,000	
			65,000	
-----		-----	-----	-----
*	OTHER SOURCES	1,292,636	65,000	1,227,636-
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**	COMMUNITY REDEVELOPMT	3,774,997	2,647,013	1,127,984-

COMMUNITY REDEVELOPMENT (CRA) FUND EXPENSE

ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 130 COMMUNITY REDEVELOPMT					
DEPT 21 LAW ENFORCEMENT					
130-2110-521.12-00 REGULAR SALARIES & WAGE			165,000	135,600	29,400
	LEVEL	TEXT		TEXT AMT	
	21PB	FINANCE ESTIMATE		135,600	
		SERGEANT			
		OFFICERS (2)		135,600	
130-2110-521.14-00 OVERTIME			11,950	12,000	50-
130-2110-521.15-00 INCENTIVE PAY			1,770	1,800	30-
130-2110-521.15-10 CELL PHONE ALLOWANCE			1,200	600	600
130-2110-521.15-30 BOOT ALLOWANCE			400	300	100
	LEVEL	TEXT		TEXT AMT	
	21PB	BOOT ALLOWANCE (3 FTE)		300	
				300	
* EXPENDITURE			180,320	150,300	30,020
** Personal Services			180,320	150,300	30,020
130-2110-521.21-00 FICA TAXES			13,991	11,400	2,591
130-2110-521.22-00 RETIREMENT CONTRIBUTION			62,147	42,200	19,947
130-2110-521.23-00 LIFE & HEALTH INSURANCE			35,279	28,600	6,679
130-2110-521.24-00 WORKERS COMP INSURANCE			3,307	2,700	607
* EXPENDITURE			114,724	84,900	29,824
** Benefits			114,724	84,900	29,824
130-2110-521.31-01 PROFESSIONAL SERVICES			1,000	3,500	2,500-
	LEVEL	TEXT		TEXT AMT	
	21PB	SPECIAL MASTER (CRA AREA) LO		3,500	
				3,500	
130-2110-521.34-00 OTHER SERVICES			0	11,500	11,500-
	LEVEL	TEXT		TEXT AMT	
	21PB	CODE COMPLIANCE (DEMO) LO		10,000	
		CODE COMPLIANCE (LAWN) LO		1,500	
				11,500	
130-2110-521.40-01 REGULAR TRAVEL			500	500	0
130-2110-521.42-00 POSTAGE, FRT, EXPRESS			1,000	600	400
130-2110-521.45-00 INSURANCE/NON-EMPLOYEE			6,329	5,348	981
	LEVEL	TEXT		TEXT AMT	

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ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 130 COMMUNITY REDEVELOPMT					
DEPT 21 LAW ENFORCEMENT					
21PB		PROPERTY, LIABILITY, & AUTO INSURANCE		5,348	
				5,348	
130-2110-521.46-01 REPAIRS & MAINTENANCE			500	500	0
LEVEL		TEXT		TEXT AMT	
21PB		RADIO REPAIRS AND MAINTENANCE LO		500	
				500	
130-2110-521.46-11 MAINTENANCE CONTRACTS			1,000	1,000	0
LEVEL		TEXT		TEXT AMT	
21PB		COMMUNICATIONS INTERNATIONAL LO		1,000	
				1,000	
130-2110-521.46-50 FLEET CHARGES			8,000	10,400	2,400-
130-2110-521.46-59 PORTN OF 4650 REIMB BY EE			2,000-	1,500-	500-
LEVEL		TEXT		TEXT AMT	
21PB		EE REIMBURSEMENT		1,500-	
				1,500-	
130-2110-521.47-00 PRINTING & BINDING			550	700	150-
130-2110-521.51-00 OFFICE SUPPLIES			300	500	200-
130-2110-521.52-01 OPERATING SUPPLIES			700	1,600	900-
LEVEL		TEXT		TEXT AMT	
21PB		MISC OPERATING SUPPLIES LO		500	
		AMMO LO		300	
		BICYCLE REPAIR AND MAINTENANCE LO		200	
		EVIDENCE SUPPLIES LO		200	
		GLOVES LO		200	
		TRAINING SUPPLIES LO		200	
				1,600	
130-2110-521.52-20 CLOTHING & EQUIP			2,940	3,530	590-
LEVEL		TEXT		TEXT AMT	
21PB		UNIFORM REPLACEMENT LO		1,500	
		EQUIPMENT REPLACEMENT LO		800	
		REPLACEMENT VEST (3)		1,230	
				3,530	
130-2110-521.52-50 FUEL & OIL SUPPLIES			9,000	9,000	0
130-2110-521.55-01 TRAINING & EDUCATION COST			735	2,100	1,365-
LEVEL		TEXT		TEXT AMT	

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

		FISCAL YEAR	FISCAL YEAR	COMPARATIVE
		2019 - 2020	2020 - 2021	19/20 AMENDED
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMENDED	PROPOSED BUDGET	20/21 PROPOSED
FUND 130 COMMUNITY REDEVELOPMT				
DEPT 21 LAW ENFORCEMENT				
21PB	TRAINING AND EDUCATION LO		1,150	
	TARGET SOLUTIONS (3) LO		300	
	TARGET SOLUTIONS MAINTENANCE LO		200	
	PLI (3)		450	
			2,100	
*	EXPENDITURE	30,554	49,278	18,724-
-----		-----	-----	-----
**	Op Expenditures/Expenses	30,554	49,278	18,724-
130-2110-521.99-10	CONTINGENCY	39,321	0	39,321
*	EXPENDITURE	39,321	0	39,321
-----		-----	-----	-----
**	Other Uses	39,321	0	39,321
-----		-----	-----	-----
***	LAW ENFORCEMENT	364,919	284,478	80,441

ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 130 COMMUNITY REDEVELOPMT					
DEPT 41 PUBLIC WORKS					
130-4173-572.34-00		OTHER SERVICES	0	81,832	81,832-
	LEVEL	TEXT		TEXT AMT	
	21PB	CONTRACT MANAGEMENT OF PICTONA		80,832	
		ALARM MONITORING		1,000	
				81,832	
130-4173-572.34-20		LANDSCAPING SERVICES	0	7,200	7,200-
	LEVEL	TEXT		TEXT AMT	
	21PB	MOWING SERVICES		7,200	
				7,200	
130-4173-572.43-01		UTILITY SERVICES	0	12,060	12,060-
	LEVEL	TEXT		TEXT AMT	
	21PB	UTILITY SERVICES		12,060	
				12,060	
130-4173-572.45-00		INSURANCE/NON-EMPLOYEE	0	15,012	15,012-
	LEVEL	TEXT		TEXT AMT	
	21PB	PROPERTY & LIABILITY INSURANCE		15,012	
				15,012	
130-4173-572.46-01		REPAIRS & MAINTENANCE	0	1,500	1,500-
	LEVEL	TEXT		TEXT AMT	
	21PB	MISC REPAIRS		1,500	
				1,500	
130-4173-572.48-00		PROMO.ADVERTISING ACTIV.	0	500	500-
	LEVEL	TEXT		TEXT AMT	
	21PB	PROMOTIONAL		500	
				500	
130-4173-572.52-01		OPERATING SUPPLIES	0	17,000	17,000-
	LEVEL	TEXT		TEXT AMT	
	21PB	FURNITURE AND FIXTURES		15,000	
		OTHER OPERATING SUPPLIES		2,000	
				17,000	
* EXPENDITURE			0	135,104	135,104-
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Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 130	COMMUNITY REDEVELOPMT			
DEPT 41	PUBLIC WORKS			
**	Op Expenditures/Expenses	0	135,104	135,104-

***	PUBLIC WORKS	0	135,104	135,104-

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 130 COMMUNITY REDEVELOPMT					
DEPT 55 NON-DEPARTMENTAL					
130-5510-552.12-00		REGULAR SALARIES & WAGE	31,000	70,100	39,100-
	LEVEL	TEXT		TEXT AMT	
	21PB	ECONOMIC DEV COORDINATOR		70,100	
				70,100	
130-5510-552.15-10		CELL PHONE ALLOWANCE	200	600	400-
130-5510-552.15-20		UNIFORM ALLOWANCE	200	200	0
*		EXPENDITURE	31,400	70,900	39,500-

**		Personal Services	31,400	70,900	39,500-
130-5510-552.21-00		FICA/MEDICARE TAXES	2,400	5,500	3,100-
130-5510-552.22-00		RETIREMENT CONTRIBUTION	2,700	7,317	4,617-
130-5510-552.23-00		LIFE & HEALTH INSURANCE	1,500	9,700	8,200-
130-5510-552.24-00		WORKERS COMP INSURANCE	30	100	70-
*		EXPENDITURE	6,630	22,617	15,987-

**		Benefits	6,630	22,617	15,987-
130-5510-514.31-01		PROFESSIONAL SERVICES	56,000	56,000	0
	LEVEL	TEXT		TEXT AMT	
	21PB	LEGAL SERVICES		56,000	
				56,000	
130-5510-552.31-50		LEGAL/OFFICIAL ADVERTISNG	800	1,200	400-
	LEVEL	TEXT		TEXT AMT	
	21PB	CRA ANNUAL REPORT LEGAL ADVERTISEMENT		1,200	
				1,200	
130-5510-552.34-20		LANDSCAPING SERVICES	95,000	102,000	7,000-
	LEVEL	TEXT		TEXT AMT	
	21PB	US1 MEDIAN LANDSCAPING/MAINTENANCE		92,000	
		MISC PLANT REPLACEMENT, IRRGATION REPAIR		4,000	
		FERTILIZATION & PEST CONTROL		3,000	
		224 RIVERSIDE DR LANDSCAPING		3,000	
				102,000	
130-5510-552.40-01		REGULAR TRAVEL	1,000	1,000	0
	LEVEL	TEXT		TEXT AMT	
	21PB	MEAL ALLOWANCE; LODGING; MILEAGE		1,000	
				1,000	

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 130 COMMUNITY REDEVELOPMT					
DEPT 55 NON-DEPARTMENTAL					
130-5510-552.42-00		POSTAGE, FRT, EXPRESS	1,000	200	800
	LEVEL	TEXT		TEXT AMT	
	21PB	INCLUDES SPECIAL EVENT MAILINGS		200	
				200	
130-5510-552.43-01		UTILITY SERVICES	13,500	4,000	9,500
	LEVEL	TEXT		TEXT AMT	
	21PB	WELCOME & OTHER SIGNS		4,000	
				4,000	
130-5510-552.44-00		RENTALS & LEASES	700	700	0
	LEVEL	TEXT		TEXT AMT	
	21PB	COPIER LEASE @ 25%		700	
				700	
130-5510-552.45-00		INSURANCE/NON-EMPLOYEE	1,269	1,251	18
	LEVEL	TEXT		TEXT AMT	
	21PB	PROPERTY, LIABILITY, & AUTO INSURANCE		1,251	
				1,251	
130-5510-552.46-01		REPAIRS & MAINTENANCE	16,100	16,000	100
	LEVEL	TEXT		TEXT AMT	
	21PB	1200 CENTER AVE, RIVERSIDE PARK REPAIRS		4,000	
		US1 BUS SHELTER REPAIRS/MAINT		6,000	
		US1 MEDIAN TREES		6,000	
				16,000	
130-5510-552.46-11		MAINTENANCE CONTRACTS	400	600	200-
	LEVEL	TEXT		TEXT AMT	
	21PB	COPIER MAINTENANCE @ 25%		600	
				600	
130-5510-552.47-00		PRINTING & BINDING	300	100	200
130-5510-552.48-00		PROMO.ADVERTISING ACTIV.	3,000	3,220	220-
	LEVEL	TEXT		TEXT AMT	
	21PB	VIDEO FOR PROMO. ADVERTISING		2,000	
		ECONOMIC DEVELOPMENT AD LIVABILITY VOLUSIA		1,220	
				3,220	

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 130 COMMUNITY REDEVELOPMT					
DEPT 55 NON-DEPARTMENTAL					
130-5510-552.48-10		SPECIAL EVENTS	5,500	9,500	4,000-
	LEVEL	TEXT		TEXT AMT	
	21PB	TRUNK OR TREAT		3,000	
		EASTER EGG HUNT		2,500	
		NATIONAL NIGHT OUT		3,000	
		CRUISIN THE HILL		1,000	
				9,500	
130-5510-552.49-01		MISC EXPENSE	200	200	0
	LEVEL	TEXT		TEXT AMT	
	21PB	STATE SPECIAL DISTRICT FEE		200	
				200	
130-5510-552.49-20		TREE REMOVAL	1,500	3,000	1,500-
130-5510-552.49-30		DIRECT ALLOCATION COST	14,100	15,434	1,334-
	LEVEL	TEXT		TEXT AMT	
	21PB	DIRECT COST ALLOCATION		7,104	
		DIRECT COST ALLOCATION IT		8,330	
				15,434	
130-5510-552.51-00		OFFICE SUPPLIES	500	0	500
130-5510-552.52-01		OPERATING SUPPLIES	500	0	500
130-5510-552.52-10		SIGNS & MATERIALS	500	500	0
	LEVEL	TEXT		TEXT AMT	
	21PB	CRA DECORATIVE STREET SIGNAGE REPLACEMENT		500	
				500	
130-5510-552.54-00		BOOKS/PUBL/SUBSCR/MEMBERS	5,000	7,000	2,000-
	LEVEL	TEXT		TEXT AMT	
	21PB	TEAM VOLUSIA		6,000	
		FL DEVELOPMENT ASSOC MEMBERSHIP		1,000	
				7,000	
130-5510-552.55-01		TRAINING & EDUCATION COST	200-	800	1,000-
	LEVEL	TEXT		TEXT AMT	
	21PB	FL REDEVELOPMENT CONFERENCE		800	
				800	
*	EXPENDITURE		216,669	222,705	6,036-

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 130 COMMUNITY REDEVELOPMT					
DEPT 55 NON-DEPARTMENTAL					
			-----	-----	-----
**	Op Expenditures/Expenses		216,669	222,705	6,036-
130-5510-552.82-01 PROPERTY IMPROVMNT GRANTS			100,000	150,000	50,000-
	LEVEL	TEXT		TEXT AMT	
	21PB	PROPERTY IMP REIMBURSEMENT GRANTS		100,000	
		PAINTING GRANTS		50,000	
				150,000	
*	EXPENDITURE		100,000	150,000	50,000-
			-----	-----	-----
**	Grants and Aids		100,000	150,000	50,000-
			-----	-----	-----
***	NON-DEPARTMENTAL		354,699	466,222	111,523-

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 130 COMMUNITY REDEVELOPMT					
DEPT 81 NON-DEPARTMENTAL					
130-8110-581.01-39	CRA CAPITAL PROJECTS		1,489,506	700,000	789,506
	LEVEL	TEXT		TEXT AMT	
	21PB	TRANSFER TO 139 FUND FOR PICKLE BALL PROJ		100,000	
				100,000	
130-8110-581.10-01	TRANSFER TO GENERAL FUND		0	26,610	26,610-
	LEVEL	TEXT		TEXT AMT	
	21PB	FUND 1/2 OF CODE ENFORCEMENT OFFICER		26,610	
				26,610	
*	EXPENDITURE		1,489,506	726,610	762,896
			-----	-----	-----
**	Personal Services		1,489,506	726,610	762,896
130-8110-580.64-00	MACHINERY & EQUIPMENT		86,384	0	86,384
*	EXPENDITURE		86,384	0	86,384
			-----	-----	-----
**	Capital Outlay		86,384	0	86,384
130-8110-517.71-31	CRA DEBT 2012		350,000	355,000	5,000-
130-8110-517.71-32	CRA DEBT 2013		380,000	390,000	10,000-
130-8110-517.72-31	CRA DEBT 2012		62,283	53,369	8,914
130-8110-517.72-32	CRA DEBT 2013		64,891	55,978	8,913
*	EXPENDITURE		857,174	854,347	2,827
			-----	-----	-----
**	Debt Service		857,174	854,347	2,827
130-8110-589.99-10	BUDGET RESVE/CONTINGENCY		547,315	180,252	367,063
130-8110-589.99-30	RESERVE FOR EVENT COORDIN		75,000	0	75,000
*	EXPENDITURE		622,315	180,252	442,063
			-----	-----	-----
**	Other Uses		622,315	180,252	442,063
			-----	-----	-----
***	NON-DEPARTMENTAL		3,055,379	1,761,209	1,294,170
			-----	-----	-----
****	COMMUNITY REDEVELOPMT		3,774,997	2,647,013	1,127,984

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

COMMUNITY REDEVELOPMENT (CRA) FOUNTAINHEAD INCENTIVE REVENUE

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 135 CRA FOUNTNHD INCENT-LAND				
135-0000-389.10-00	PRIOR YR CARRYFORWARD	552,120	552,120	0
		-----	-----	-----
*	OTHER SOURCES	552,120	552,120	0
		-----	-----	-----
**	CRA FOUNTNHD INCENT-LAND	552,120	552,120	0

COMMUNITY REDEVELOPMENT (CRA) FOUNTAINHEAD INCENTIVE EXPENSE

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 135 CRA FOUNTNHD INCENT-LAND				
DEPT 81 NON-DEPARTMENTAL				
135-8110-581.01-30 CRA		3,130	0	3,130
* EXPENDITURE		3,130	0	3,130
		-----	-----	-----
** Personal Services		3,130	0	3,130
135-8110-589.99-10 BUDGET RESVE/CONTINGENCY		548,990	552,120	3,130-
* EXPENDITURE		548,990	552,120	3,130-
		-----	-----	-----
** Other Uses		548,990	552,120	3,130-
		-----	-----	-----
*** NON-DEPARTMENTAL		552,120	552,120	0
		-----	-----	-----
**** CRA FOUNTNHD INCENT-LAND		552,120	552,120	0

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

COMMUNITY REDEVELOPMENT (CRA) CAPITAL PROJECTS FUND REVENUE

ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 139 CRA PROJECTS FUND					
139-0000-361.10-00		INVESTMENTS	200	0	200-
			-----	-----	-----
* MISC REVENUES			200	0	200-
139-0000-381.01-30 TRANS FRM COMM REDEVELOP					
			1,489,506	700,000	789,506-
LEVEL		TEXT		TEXT AMT	
21PB		TRANSFER FROM CRA 130 FUND FOR PICKLE BALL PJ		100,000	
		FROM CRA 130 FOR CAPITAL PROJECTS		600,000	
				700,000	
			-----	-----	-----
* OTHER SOURCES			1,489,506	700,000	789,506-
			-----	-----	-----
** CRA PROJECTS FUND			1,489,706	700,000	789,706-

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

COMMUNITY REDEVELOPMENT (CRA) CAPITAL PROJECTS FUND EXPENSE

ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 139 CRA PROJECTS FUND					
DEPT 81 NON-DEPARTMENTAL					
139-8110-580.63-00 INFRASTRUCTURE			1,445,756	700,000	745,756
	LEVEL	TEXT		TEXT AMT	
	21PB	PICKLEBALL PROJECT		100,000	
		CAPITAL PROJECTS		600,000	
				700,000	
*	EXPENDITURE		1,445,756	700,000	745,756
			-----	-----	-----
**	Capital Outlay		1,445,756	700,000	745,756
139-8110-589.99-10 BUDGET RESVE/CONTINGENCY			43,950	0	43,950
*	EXPENDITURE		43,950	0	43,950
			-----	-----	-----
**	Other Uses		43,950	0	43,950
			-----	-----	-----
***	NON-DEPARTMENTAL		1,489,706	700,000	789,706
			-----	-----	-----
****	CRA PROJECTS FUND		1,489,706	700,000	789,706

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

GENERAL CAPITAL PROJECTS FUND REVENUE

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 301 CAPITAL PROJECTS				
301-0000-334.75-30	FIND GRANT	237,407	0	237,407-
301-0000-337.71-10	ECHO GRANT	327,600	0	327,600-
		-----	-----	-----
*	INTERGOVERNMENTAL REVENUE	565,007	0	565,007-
301-0000-361.10-00	INVESTMENTS	0	14,500	14,500
		-----	-----	-----
*	MISC REVENUES	0	14,500	14,500
301-0000-381.10-01	TRANS FRM GEN FUND	570,000	613,320	43,320
301-0000-389.10-00	PRIOR YR CARRYFORWARD	1,969,828	0	1,969,828-
		-----	-----	-----
*	OTHER SOURCES	2,539,828	613,320	1,926,508-
**	CAPITAL PROJECTS	3,104,835	627,820	2,477,015-

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

GENERAL CAPITAL PROJECTS FUND EXPENSE

ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 301 CAPITAL PROJECTS					
DEPT 81 NON-DEPARTMENTAL					
301-8110-580.62-00 BUILDINGS			391,002	166,275	224,727
	LEVEL	TEXT		TEXT AMT	
	21PB	FIRE STATION HARDENING FDEO GRANT MATCH		66,775	
		SICA HALL IMPROVEMENTS		75,000	
		COMMISSION CHAMBERS REFURBISHMENT		13,500	
		CLUB HOUSE RE-ROOF		11,000	
				166,275	
301-8110-580.63-00 INFRASTRUCTURE			2,270,431	150,000	2,120,431
	LEVEL	TEXT		TEXT AMT	
	21PB	BRIDGE SUNRISE PARK NORTH & SOUTH		150,000	
				150,000	
301-8110-580.64-00 MACHINERY & EQUIPMENT			443,402	297,045	146,357
	LEVEL	TEXT		TEXT AMT	
	21PB	RADIO REPLACEMENT		71,000	
		FIRE TRUCK RESERVE		50,000	
		POLICE VEHICLES (3 EA)		135,000	
		POLICE BODY CAMERA SYSTEM		41,045	
				297,045	
*	EXPENDITURE		3,104,835	613,320	2,491,515
			-----	-----	-----
**	Capital Outlay		3,104,835	613,320	2,491,515
301-8110-589.99-10 BUDGET RESVE/CONTINGENCY			0	14,500	14,500
*	EXPENDITURE		0	14,500	14,500
			-----	-----	-----
**	Other Uses		0	14,500	14,500
			-----	-----	-----
***	NON-DEPARTMENTAL		3,104,835	627,820	2,477,015
			-----	-----	-----
****	CAPITAL PROJECTS		3,104,835	627,820	2,477,015

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

WATER SEWER FUND REVENUE

ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 400 WATER & SEWER FUND					
400-0000-334.35-00 FDEP SEWER			349,448	0	349,448-
-----			-----	-----	-----
* INTERGOVERNMENTAL REVENUE			349,448	0	349,448-
400-0000-341.04-60 STORMWATER			61,771	61,771	0
LEVEL TEXT				TEXT AMT	
21PB COST ALLOCATION PUBLIC WORKS				61,771	
				61,771	
400-0000-341.04-95 SOLID WASTE			15,443	15,443	0
LEVEL TEXT				TEXT AMT	
21PB COST ALLOCATION PUBLIC WORKS				15,443	
				15,443	
400-0000-341.10-01 GENERAL FUND			30,886	30,886	0
LEVEL TEXT				TEXT AMT	
21PB COST ALLOCATION PUBLIC WORKS				30,886	
				30,886	
400-0000-343.30-07 WATER CHARGES			2,797,333	3,321,394	524,061
LEVEL TEXT				TEXT AMT	
21PB 5.5% RATE INCREASE				3,321,394	
				3,321,394	
400-0000-343.30-92 WATER METER CONNECTION			10,000	5,000	5,000-
LEVEL TEXT				TEXT AMT	
21PB FINANCE ESTIMATE				5,000	
				5,000	
400-0000-343.30-93 WATER SERVICE CHARGES			16,000	20,375	4,375
400-0000-343.30-94 WATER CUT-OFF CHARGES			64,600	82,000	17,400
LEVEL TEXT				TEXT AMT	
21PB FINANCE ESTIMATE				71,000	
				71,000	
400-0000-343.30-95 WATER HYDRANT RENTAL			12,800	14,382	1,582
400-0000-343.50-57 SEWER CHARGES			2,831,304	3,275,000	443,696
LEVEL TEXT				TEXT AMT	
21PB 5.5% RATE INCREASE				3,275,000	
				3,275,000	

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 400 WATER & SEWER FUND				
400-0000-343.50-72	SEWER, REUSE, COMMERCIAL	3,600	3,600	0
	LEVEL TEXT		TEXT AMT	
	21PB FINANCE ESTIMATE		3,600	
			3,600	
400-0000-343.50-97	SEWER CONNECTION	2,000	300	1,700-
	LEVEL TEXT		TEXT AMT	
	21PB FINANCE ESTIMATE		300	
			300	
* CHARGES FOR SERVICES		5,845,737	6,830,151	984,414
400-0000-361.10-00	INVESTMENTS	70,000	45,000	25,000-
400-0000-362.21-10	T-MOBILE	17,490	17,490	0
	LEVEL TEXT		TEXT AMT	
	21PB FINANCE ESTIMATE		17,490	
			17,490	
400-0000-362.21-20	SPRINT PCS	15,209	15,209	0
	LEVEL TEXT		TEXT AMT	
	21PB FINANCE ESTIMATE		15,209	
			15,209	
400-0000-369.30-00	SETTLEMENTS	13,000	0	13,000-
400-0000-369.70-00	PENALTY REVENUES	200,000	200,000	0
	LEVEL TEXT		TEXT AMT	
	21PB FINANCE ESTIMATE		200,000	
			200,000	
400-0000-369.90-00	MISC REVENUES	7,400	7,400	0
	LEVEL TEXT		TEXT AMT	
	21PB FINANCE ESTIMATE		7,400	
			7,400	
* MISC REVENUES		323,099	285,099	38,000-
400-0000-381.04-01	TRANSFER FRM W&S FUND	40,000	0	40,000-
400-0000-381.04-02	TRANSFER FRM W&S FUND	100,000	0	100,000-

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 400 WATER & SEWER FUND					
400-0000-381.04-60		TRANSFER FRM STORMWATER	30,462	30,462	0
	LEVEL	TEXT		TEXT	AMT
	21PB	DEBT PAYMENT FOR VACCON FROM STORM WATER FUND		30,462	
				30,462	
400-0000-389.10-00		PRIOR YR CARRYFORWARD	817,225	0	817,225-
			-----	-----	-----
*	OTHER SOURCES		987,687	30,462	957,225-
			-----	-----	-----
**	WATER & SEWER FUND		7,505,971	7,145,712	360,259-

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

WATER SEWER FUND EXPENSE

ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 400 WATER & SEWER FUND					
DEPT 30 PHYSICAL ENVIRONMENT					
400-3001-536.12-00 REGULAR SALARIES & WAGE			190,701	228,600	37,899-
	LEVEL	TEXT		TEXT AMT	
	21PB	FINANCE ESTIMATE		228,600	
		PW DIRECTOR			
		DEPUTY DIRECTOR			
		ADMIN ASSISTANT		228,600	
400-3001-536.14-00 OVERTIME			679	500	179
400-3001-536.15-10 CELL PHONE ALLOWANCE			1,200	1,200	0
	LEVEL	TEXT		TEXT AMT	
	21PB	CELL PHONE ALLOWANCE 2 FTE		1,200	
				1,200	
400-3001-536.15-20 UNIFORM ALLOWANCE			600	600	0
	LEVEL	TEXT		TEXT AMT	
	21PB	CLOTHING ALLOWANCE 2 FTE		600	
				600	
* EXPENDITURE			193,180	230,900	37,720-
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** Personal Services			193,180	230,900	37,720-
400-3001-536.21-00 FICA/MEDICARE TAXES			14,641	17,700	3,059-
400-3001-536.22-00 RETIREMENT CONTRIBUTION			34,662	42,600	7,938-
400-3001-536.23-00 LIFE & HEALTH INSURANCE			21,481	28,900	7,419-
400-3001-536.24-00 WORKERS COMP INSURANCE			1,731	2,200	469-
* EXPENDITURE			72,515	91,400	18,885-
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** Benefits			72,515	91,400	18,885-
400-3001-536.40-01 REGULAR TRAVEL			0	500	500-
	LEVEL	TEXT		TEXT AMT	
	21PB	MEAL ALLOWANCE AND MILEAGE		500	
				500	
400-3001-536.42-00 POSTAGE, FRT, EXPRESS			50	100	50-
400-3001-536.44-00 RENTALS & LEASES			700	700	0
	LEVEL	TEXT		TEXT AMT	
	21PB	PW COPIER LEASE		700	
				700	

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 400 WATER & SEWER FUND				
DEPT 30 PHYSICAL ENVIRONMENT				
400-3001-536.45-00	INSURANCE/NON-EMPLOYEE	4,119	3,995	124
	LEVEL TEXT		TEXT AMT	
	21PB PROPERTY & LIABILITY INSURANCE		3,995	
			3,995	
400-3001-536.46-01	REPAIRS & MAINTENANCE	800	1,000	200-
	LEVEL TEXT		TEXT AMT	
	21PB RADIO REPAIRS FOR PW RADIOS		1,000	
			1,000	
400-3001-536.46-11	MAINTENANCE CONTRACTS	3,500	3,500	0
	LEVEL TEXT		TEXT AMT	
	21PB RADIO SYSTEM MAINTENANCE		3,000	
			500	
			3,500	
400-3001-536.46-50	FLEET CHARGES	1,524	3,000	1,476-
	LEVEL TEXT		TEXT AMT	
	21PB VEHICLE REPAIR AND MAINTENANCE		3,000	
			3,000	
400-3001-536.47-00	PRINTING & BINDING	50	300	250-
400-3001-536.51-00	OFFICE SUPPLIES	500	2,000	1,500-
	LEVEL TEXT		TEXT AMT	
	21PB PW ADMINISTRATION		1,000	
			500	
	FACILITIES DIVISION		500	
	STREETS DIVISION		2,000	
400-3001-536.52-01	OPERATING SUPPLIES	150	500	350-
	LEVEL TEXT		TEXT AMT	
	21PB SAFETY VESTS, RAIN GEAR, BOOTS, ETC.		500	
			500	
400-3001-536.52-50	FUEL & OIL SUPPLIES	2,000	2,500	500-
400-3001-536.54-00	BOOKS/PUBL/SUBSCR/MEMBERS	600	450	150
	LEVEL TEXT		TEXT AMT	
	21PB AMERICAN SOCIETY OF CIVIL ENGINEERS		350	

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 400 WATER & SEWER FUND					
DEPT 30 PHYSICAL ENVIRONMENT					
PE LICENSE RENEWAL				100	
				450	
*	EXPENDITURE		13,993	18,545	4,552-
			-----	-----	-----
**	Op Expenditures/Expenses		13,993	18,545	4,552-
400-3001-536.99-10 CONTINGENCY			45,931	0	45,931
*	EXPENDITURE		45,931	0	45,931
			-----	-----	-----
**	Other Uses		45,931	0	45,931
400-3010-533.12-00 REGULAR SALARIES & WAGE			401,204	491,600	90,396-
LEVEL		TEXT	TEXT AMT		
21PB		FINANCE ESTIMATE	491,600		
		CHIEF WATER PLANT OPERATOR			
		WATER DIST TRAINEE			
		UTILITIES MNT WORKER IV			
		UTILITIES MNT WORKER III (0.5 FTE)			
		UTILITIES MNT WORKER II (2.5 FTE)			
		UTILITIES MNT WORKER 1			
		WATER PLANT OPERATOR II (0.5 FTE)			
		WATER PLANT OPERATOR C (2 FTE)			
		WATER PLANT OPERATOR B			
		WATER PLANT OPERATOR A			
			491,600		
400-3010-533.13-00 OTHER SALARIES & WAGES			24,109	21,300	2,809
LEVEL		TEXT	TEXT AMT		
21PB		PT WATER PLANT OPERATOR (.5 FTE)	21,300		
			21,300		
400-3010-533.14-00 OVERTIME			27,783	18,700	9,083
400-3010-533.15-10 CELL PHONE ALLOWANCE			600	600	0
LEVEL		TEXT	TEXT AMT		
21PB		CELL PHONE ALLOWANCE 1 FTE	600		
			600		
400-3010-533.15-30 BOOT ALLOWANCE			1,300	1,100	200
LEVEL		TEXT	TEXT AMT		
21PB		BOOT ALLOWANCE (11 FTE)	1,100		
			1,100		

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 400 WATER & SEWER FUND					
DEPT 30 PHYSICAL ENVIRONMENT					
*	EXPENDITURE		454,996	533,300	78,304-
			-----	-----	-----
**	Personal Services		454,996	533,300	78,304-
400-3010-533.21-00 FICA/MEDICARE TAXES			34,662	40,800	6,138-
400-3010-533.22-00 RETIREMENT CONTRIBUTION			41,329	50,600	9,271-
400-3010-533.23-00 LIFE & HEALTH INSURANCE			101,134	104,500	3,366-
400-3010-533.24-00 WORKERS COMP INSURANCE			8,603	9,800	1,197-
*	EXPENDITURE		185,728	205,700	19,972-
			-----	-----	-----
**	Benefits		185,728	205,700	19,972-
400-3010-533.31-01 PROFESSIONAL SERVICES			41,700	39,200	2,500
	LEVEL	TEXT		TEXT AMT	
	21PB	LAB ANALYSES AND MONITORING		14,000	
		OPERATIONS LICENSING & CERTIFICATIONS		12,900	
		MISCELLANEOUS ENGINEERING SERVICES		1,500	
		HACH REGULATORY QUARTERLY CALIBRATIONS @ 50%		4,500	
		ANNUAL HOIST INSPECTION & CERTIFICATION @ 50%		500	
		DOH LAB CERTIFICATION FEE @ 50%		800	
		CERTIFIED THERMOMETER CALIBRATIONS @ 50%		400	
		LAB PROFICIENCY TESTING @ 50%		2,000	
		LAB THIRD PARTY INSPECTION @ 50%		2,500	
		RISK MANAGEMENT PLAN REGISTRATION @ 50%		100	
				39,200	
400-3010-533.31-50 LEGAL.OFFICIAL ADVERTISNG			3,000	3,000	0
400-3010-533.34-00 OTHER SERVICES			90,910	91,500	590-
	LEVEL	TEXT		TEXT AMT	
	21PB	SLUDGE HAULING AND LAP APP @ 50%		80,800	
		ORION GATEWAY BACKHAUL CHARGES		3,400	
		ORION LAPTOP KIT SOFTWARE SUPPORT		2,900	
		READ CENTER ANALYTICS SOFTWARE		2,800	
		COLLECTION FEES		100	
		A/C MAINTENANCE @ WATER PLANT		1,500	
				91,500	
400-3010-533.40-01 REGULAR TRAVEL			100	0	100
400-3010-533.41-00 COMMUNICATION SERVICES			0	1,300	1,300-
	LEVEL	TEXT		TEXT AMT	
	21PB	PHONE AND INTERNET SERVICE		1,200	
		PLANT ON DUTY CELL PHONE @ 50%		100	

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 400 WATER & SEWER FUND					
DEPT 30 PHYSICAL ENVIRONMENT				1,300	
400-3010-533.42-00		POSTAGE, FRT, EXPRESS	500	300	200
	LEVEL	TEXT		TEXT AMT	
	21PB	POSTAGE, FREIGHT & EXPRESS, MAILING OF CCR REPORT		300	
				300	
400-3010-533.43-01		UTILITY SERVICES	156,000	148,000	8,000
	LEVEL	TEXT		TEXT AMT	
	21PB	FPL		145,000	
		TELCO		1,800	
		WATER		1,200	
				148,000	
400-3010-533.44-00		RENTALS & LEASES	3,000	2,850	150
	LEVEL	TEXT		TEXT AMT	
	21PB	MISC EQUIPMENT RENTALS		150	
		PW PLOTTER LEASE \$6000 X 33%		2,000	
		PW COPIER LEASE \$2800 X 25%		700	
				2,850	
400-3010-533.45-00		INSURANCE/NON-EMPLOYEE	23,155	18,099	5,056
	LEVEL	TEXT		TEXT AMT	
	21PB	STORAGE TANK AND POLLUTION		2,500	
		PROPERTY & LIABILITY		15,599	
				18,099	
400-3010-533.46-01		REPAIRS & MAINTENANCE	75,000	105,500	30,500-
	LEVEL	TEXT		TEXT AMT	
	21PB	DISTRIBUTION SYSTEM MAINTENANCE		25,000	
		WATER PLANT & WELLS ELECTRICAL REPAIRS		18,000	
		WATER PLANT & WELLS PUMP MAINTENANCE		15,000	
		LIME SOFTENING CLEANING		6,000	
		OTHER MISCELLANEOUS WATER PLANT REPAIRS		10,000	
		WATER PLANT & WELL GENERATOR REPAIRS		9,200	
		BACKFLOW PREVENTER MAINTENANCE		2,000	
		WATER TREATMENT PLANT & CONTROLS \$12,500 X 50%		6,300	
		PIPE PRESERVATION PAINTING PROGRAM		1,000	
		FEC BLANKET UTILITY CROSSING		3,900	
		RADIO REPAIRS FOR ALL WATER RADIOS		1,000	
		TRIMBLE RANGER CE SERVICE RENEWAL		600	

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 400 WATER & SEWER FUND				
DEPT 30 PHYSICAL ENVIRONMENT				
	WATER METER TESTER CALIBRATION		200	
	AMMONIA STORAGE TANK REGISTRATION		100	
	DISTILLED WATER \$1,300 @ 50%		700	
	VALUE EXERCISE PROGRAM		6,500	
			105,500	
400-3010-533.46-11	MAINTENANCE CONTRACTS	15,400	15,400	0
	LEVEL TEXT		TEXT AMT	
	21PB ELEVATED STORAGE TANK MAINTENANCE CONTRACT		12,500	
	RADIO SYSTEM MAINTENANCE		1,700	
	PW PLOTTER PRINTER MAINTENANCE \$2,028 @ 33%		700	
	PW COPIER/MAINTENANCE FEES		500	
			15,400	
400-3010-533.46-50	FLEET CHARGES	30,000	30,000	0
	LEVEL TEXT		TEXT AMT	
	21PB MISC WATER VEHICLE/GENERATOR MAINTENANCE		30,000	
			30,000	
400-3010-533.46-60	SMALL EQ REPAIR & MAINT	1,092	1,500	408-
400-3010-533.46-63	REPAIR/MAINT CAPITAL-LIKE	20,000	0	20,000
400-3010-533.46-70	GENERATOR REPAIR & MAIN	1,211	2,000	789-
400-3010-533.47-00	PRINTING & BINDING	1,000	850	150
	LEVEL TEXT		TEXT AMT	
	21PB CUSTOMER NOTICE DOOR HANGERS		500	
	ANNUAL CCR REPORT		100	
	FREE CHLORINE BURN NOTICE		250	
			850	
400-3010-533.49-30	DIRECT ALLOCATION COST	425,425	421,140	4,285
	LEVEL TEXT		TEXT AMT	
	21PB DIRECT COST ALLOCATION		394,901	
	IT COST ALLOCATION		26,239	
			421,140	
400-3010-533.49-59	BAD DEBT EXPENSE	10,000	25,000	15,000-
400-3010-533.51-00	OFFICE SUPPLIES	1,000	1,000	0
	LEVEL TEXT		TEXT AMT	
	21PB PAPER, ENVELOPES, ETC.		400	
	PW PLOTTER SUPPLIES		600	
			1,000	

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 400 WATER & SEWER FUND				
DEPT 30 PHYSICAL ENVIRONMENT				
400-3010-533.52-01	OPERATING SUPPLIES	238,370	227,400	10,970
LEVEL	TEXT		TEXT AMT	
21PB	WATER TREATMENT PLANT CHEMICALS		153,400	
	- AQUA GOLD \$26,400			
	- FLUORIDE \$3,500			
	- HIGH CALCIUM QUICK LIME \$74,800			
	- LIQUID ANHYDROUS AMMONIA \$4,900			
	- LIQUID CARBON DIOXIDE \$17,200			
	- LIQUID CHLORINE \$28,000 @ 50%			
	- POLYMER \$1,600			
	WATER DISTRIBUTION PARTS, FITTINGS, VALVES		23,000	
	WATER METER BOXES, TRANSPONDERS, PARTS		17,000	
	BUILDING MATERIALS FOR REPAIRS		5,000	
	LAB SUPPLIES		7,000	
	WTP INSTITUTIONAL SUPPLIES (CLEANING)		4,000	
	SAFETY GEAR, RAIN GEAR, TOOLS, ETC.		3,000	
	CELLULAR RETROFITS TO EXISTING BADGER METERS		15,000	
			227,400	
400-3010-533.52-02	SOFTWARE/COMPUTER SUPPLIE	6,530	0	6,530
400-3010-533.52-04	SMALL TOOLS & EQUIPMENT	500	600	100-
LEVEL	TEXT		TEXT AMT	
21PB	MISC TOOLS PLANT MECHANIC		500	
	OTHER TOOLS		100	
			600	
400-3010-533.52-19	UNIFORM EXPENSE	2,900	2,800	100
LEVEL	TEXT		TEXT AMT	
21PB	UNIFORMS - \$200 EST X 12 EMPLOYEES		2,400	
	UNIFORM REPAIRS (ESTIMATED)		200	
	UNIFORMS - \$130 EST EXP X 1 X 30%		100	
	UNIFORMS - \$250 EST EXP X 1 X 33%		100	
			2,800	
400-3010-533.52-50	FUEL & OIL SUPPLIES	14,000	8,000	6,000
400-3010-533.52-64	MACH/EQUIP CAPITAL-LIKE	9,000	17,100	8,100-
LEVEL	TEXT		TEXT AMT	
21PB	(2 BASE UNITS AND (5) PORTABLE RADIOS		17,100	
			17,100	
400-3010-533.54-00	BOOKS/PUBL/SUBSCR/MEMBERS	2,000	2,000	0

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FISCAL YEAR	FISCAL YEAR	COMPARATIVE
		2019 - 2020	2020 - 2021	19/20 AMENDED
		AMENDED	PROPOSED BUDGET	20/21 PROPOSED

FUND 400 WATER & SEWER FUND
DEPT 30 PHYSICAL ENVIRONMENT

LEVEL	TEXT	TEXT	AMT
21PB	FLORIDA RURAL WATER ASSOCIATION MEMBERSHIP		600
	SUNSHINE STATE ONE CALL \$2,054.28 @ 33%		700
	FDEP PLANT/DIST OPERATOR LICENSES		700
			2,000

400-3010-533.55-01	TRAINING & EDUCATION COST	2,000	3,300	1,300-
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LEVEL	TEXT	TEXT	AMT
21PB	DIST CERTIFICATION @ CEU PROGRAMS (3 OPERATORS)		900
	MOT CERTIFICATIONS 3 @ \$400		1,200
	PLANT OPERATOR CERT CEU PROGRAMS		1,200
			3,300

*	EXPENDITURE	1,173,793	1,167,839	5,954
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**	Op Expenditures/Expenses	1,173,793	1,167,839	5,954
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400-3010-533.99-10	CONTINGENCY	40,463	0	40,463
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*	EXPENDITURE	40,463	0	40,463
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**	Other Uses	40,463	0	40,463
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400-3020-535.12-00	REGULAR SALARIES & WAGE	488,500	496,300	7,800-
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LEVEL	TEXT	TEXT	AMT
21PB	FINANCE ESTIMATE		496,300
	CHIEF WASTEWATER PLANT OPERATOR		
	UTILITIES MNT WORKER III (2.5 FTE)		
	UTILITIES MNT WORKER II (2.5 FTE)		
	WASTEWATER PLAN OPERATOR C (4 FTE)		
	WASTEWATER PLANT OPERATOR B		
	WASTEWATER PLANT OPERATOR A		
			496,300

400-3020-535.14-00	OVERTIME	37,800	47,800	10,000-
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400-3020-535.15-10	CELL PHONE ALLOWANCE	600	600	0
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LEVEL	TEXT	TEXT	AMT
21PB	CELL PHONE 1 FTE		600
			600

400-3020-535.15-30	BOOT ALLOWANCE	1,300	1,300	0
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LEVEL	TEXT	TEXT	AMT
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ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 400 WATER & SEWER FUND					
DEPT 30 PHYSICAL ENVIRONMENT					
21PB		BOOT ALLOWANCE (13 FTE)		1,300	
				1,300	
*	EXPENDITURE		528,200	546,000	17,800-
			-----	-----	-----
**	Personal Services		528,200	546,000	17,800-
400-3020-535.21-00 FICA/MEDICARE TAXES			40,400	41,800	1,400-
400-3020-535.22-00 RETIREMENT CONTRIBUTION			44,600	56,700	12,100-
400-3020-535.23-00 LIFE & HEALTH INSURANCE			114,600	113,900	700
400-3020-535.24-00 WORKERS COMP INSURANCE			8,600	7,200	1,400
*	EXPENDITURE		208,200	219,600	11,400-
			-----	-----	-----
**	Benefits		208,200	219,600	11,400-
400-3020-535.31-01 PROFESSIONAL SERVICES			72,070	72,200	130-
LEVEL		TEXT		TEXT	AMT
21PB		WEEKLY ANALYSIS AND MONITORING			4,500
		ZINC AND NICKEL TESTING			4,500
		BIO-ASSAY			10,000
		RECLAIMED/EFFLUENT WATER ANALYSIS			2,200
		PRIORITY POLLUTANT			3,000
		SLUDGE ANALYSIS			5,400
		CRYPTOSPORIDIUM/GIARDIA (EVEN YEARS ONLY)			1,500
		WELL MONITORING			1,000
		ENVIRONMENTAL IMPACT TESTING FEES			4,000
		EXPANDED/MISC TESTING REQUIREMENT			11,700
		HACH REGULATORY QUARTERLY CALIBRATIONS \$9,000@ 50%			4,800
		ANNUAL HOIST INSPECTIONS&CERTIFICATIONS \$1,000@50%			500
		DOH LAB CERTIFICATION FEE \$1,500 @ 50%			800
		CERT THERMOMETER CALIBRATIONS \$700 @ 50%			400
		LAB PROFICIENCY TESTING \$3,900 @ 50%			2,000
		LAB THIRD PARTY INSPECTION \$5,000 @ 50%			2,500
		RISK MANAGEMENT PLAN REGISTRATION \$200 @ 50%			100
		NPDES WW ANNUAL REGULATORY PROGRAM			6,500
		ANNUAL CONTINUOUS METER CALIBRATIONS - CFC			1,200
		ANNUAL METTLER BALANCE			600
		RECOMMEND SEWER PLAN REVIEW - M&H			5,000
					72,200
400-3020-535.34-00 OTHER SERVICES			420,048	139,800	280,248
LEVEL		TEXT		TEXT	AMT
21PB		SLUDGE HAULING AND LAND APP \$162,000 @ 50%			80,800
		COLLECTIONS FEES (EST) \$3,300 @ 33%			1,100

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ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 400 WATER & SEWER FUND					
DEPT 30 PHYSICAL ENVIRONMENT					
		DATA FLOW SYSTEM FEE		54,900	
		A/C SEMI ANNUAL MAINTENANCE		3,000	
				139,800	
400-3020-535.40-01 REGULAR TRAVEL			75	0	75
400-3020-535.41-00 COMMUNICATION SERVICES			0	3,300	3,300-
LEVEL		TEXT		TEXT AMT	
21PB		PHONE & INTERNET SERVICES		2,000	
		CELL PHONE ALLOWANCE - 1 @ \$600 X 20% = \$120		200	
		CELL PHONE ALLOWANCE - 1 @ \$600 X 30% = \$180		200	
		CELL PHONE ALLOWANCE - 1 @ \$600		600	
		PLANT ON DUTY CELL PHONE		100	
		ON CALL CELL ALLOWANCE - \$600 X 33%		200	
				3,300	
400-3020-535.42-00 POSTAGE, FRT, EXPRESS			50	500	450-
400-3020-535.43-01 UTILITY SERVICES			145,000	130,000	15,000
LEVEL		TEXT		TEXT AMT	
21PB		FPL		125,000	
		GAS		3,800	
		WATER		1,200	
				130,000	
400-3020-535.44-00 RENTALS & LEASES			3,500	5,000	1,500-
LEVEL		TEXT		TEXT AMT	
21PB		MISC EQUIPMENT RENTALS		2,300	
		PW PLOTTER LEASE \$6000 X 33%		2,000	
		PW COPIER LEASE \$2800 X 25%		700	
				5,000	
400-3020-535.45-00 INSURANCE/NON-EMPLOYEE			45,417	19,310	26,107
LEVEL		TEXT		TEXT AMT	
21PB		STORAGE TANK AND POLLUTION		2,600	
		PROPERTY & LIABILITY		16,710	
				19,310	
400-3020-535.46-01 REPAIRS & MAINTENANCE			298,000	205,800	92,200
LEVEL		TEXT		TEXT AMT	
21PB		LIFT STATION GENERAL MAINTENANCE		35,000	
		SEWER MAINS, MANHOLES, CLEANOUTS, ETC.		35,000	
		WTR TREATMENT & CONTROLS \$12,500 @ 50%		6,500	

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 400 WATER & SEWER FUND					
DEPT 30 PHYSICAL ENVIRONMENT					
		GENERAL REPAIRS (PAINT, PARTS)		6,500	
		ELECTRICAL REPAIRS		20,000	
		INSTRUMENTATION MAINTENANCE		3,000	
		OTHER MISC. REPAIRS		15,000	
		OTHER MISC. PUMP REPAIRS		15,000	
		OTHER MISC. FACILITY EQUIPMENT REPAIRS		20,000	
		HACH SERVICES (INFLUENT, EFFLUENT, BIOASSAYS)		2,300	
		REPLACEMENT PARTS FOR CHEMICAL FEED PUMP		6,000	
		REPLACEMENT PARTS FOR POLYMER FEED EQUIPMENT		3,000	
		HACH SC200 CONTROLLER		2,000	
		FLAGLER DEVELOPMENT GROUP		3,500	
		REPLACEMENT PARTS FOR DAF UNIT		3,000	
		REPLACEMENT DISSOLVED OXYGEN METER		6,000	
		SE5 SERIES CHLORINE ANALYZER REPLACES CL17		6,000	
		HIGH MAST LIGHTING - REPAIR/MAINTENANCE		15,000	
		REPLACEMENT PARTS - INFLUENT/EFFLUENT PUMPS		3,000	
				205,800	
400-3020-535.46-11		MAINTENANCE CONTRACTS	2,600	2,600	0
	LEVEL	TEXT		TEXT	AMT
	21PB	ANNUAL RADIO SYSTEM MAINTENANCE			1,000
		COPIER AND PRINTER MAINTENANCE CONTRACT			900
		PW PLOTTER PRINTER MAINTENANCE \$2,028 @ 33%			700
					2,600
400-3020-535.46-50		FLEET CHARGES	30,000	60,000	30,000-
	LEVEL	TEXT		TEXT	AMT
	21PB	SEWER VEHICLE REPAIR/MAINTENANCE			60,000
					60,000
400-3020-535.46-60		SMALL EQ REPAIR & MAINT	99	0	99
400-3020-535.46-63		REPAIR/MAINT CAPITAL-LIKE	20,400	0	20,400
	LEVEL	TEXT		TEXT	AMT
	21PB	EST			
400-3020-535.46-70		GENERATOR REPAIR & MAIN	2,100	7,500	5,400-
400-3020-535.47-00		PRINTING & BINDING	500	250	250
400-3020-535.49-30		DIRECT ALLOCATION COST	425,425	421,140	4,285
	LEVEL	TEXT		TEXT	AMT
	21PB	DIRECT COST ALLOCATION			394,901
		IT COST ALLOCATION			26,239
					421,140

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 400 WATER & SEWER FUND					
DEPT 30 PHYSICAL ENVIRONMENT					
400-3020-535.49-59		BAD DEBT EXPENSE	10,000	25,000	15,000-
400-3020-535.51-00		OFFICE SUPPLIES	200	1,500	1,300-
400-3020-535.52-01		OPERATING SUPPLIES	291,700	285,800	5,900
	LEVEL	TEXT		TEXT AMT	
	21PB	WTF SUPPLIES (BULBS, SOAP, MOPS, ETC.)		5,000	
		BUILDING MATERIALS (REPAIR, PAINT, ETC.)		5,000	
		MICROC GLYCERIN		63,000	
		SULFUR DIOXIDE		21,500	
		POLYMER (S.H.B. PRESSES)		31,400	
		POLYMER (D.A.F. UNIT)		39,000	
		LIQUID ALUMINUM SULFATE		33,000	
		LIQUID CHLORINE @ 50%		15,700	
		GRANULAR CHLORINE		3,500	
		DISTILLED WATER \$1,300 \$ 50%		700	
		HARDY DIAGNOSTIC WATER		3,000	
		MISC WWTP PROCESS CONTROL SUPPLIES		15,000	
		MISC LABORATORY SUPPLIES		15,000	
		SWR COLLECTIONS, PARTS, SAFETY GEAR, BOOTS		35,000	
				285,800	
400-3020-535.52-02		COMPUTERS	2,551	4,000	1,449-
	LEVEL	TEXT		TEXT AMT	
	21PB	REPLACE NON COMPATIBLE PRINTERS FOR SCADA SYSTEM		1,000	
		LAPTOP COMPUTER/STAND FOR AFTER HOURS VAN		3,000	
				4,000	
400-3020-535.52-04		SMALL TOOLS & EQUIPMENT	1,500	2,000	500-
400-3020-535.52-19		UNIFORM EXPENSE	2,400	2,600	200-
	LEVEL	TEXT		TEXT AMT	
	21PB	UNIFORMS - \$200 EST EXP X 11 EMPLOYEES		2,200	
		UNIFORM REPAIRS (ESTIMATED)		200	
		CLOTHING ALLOWANCE 1 @ \$200 X 20% AIK		100	
		CLOTHING ALLOWANCE 1 @ \$200 X 50% DEPUTY		100	
				2,600	
400-3020-535.52-50		FUEL & OIL SUPPLIES	11,080	11,000	80
400-3020-535.52-64		MACH/EQUIP CAPITAL-LIKE	0	16,100	16,100-
	LEVEL	TEXT		TEXT AMT	
	21PB	(1) BASE UNIT AND (6) PORTABLE RADIOS		16,100	
				16,100	
400-3020-535.54-00		BOOKS/PUBL/SUBSCR/MEMBERS	2,100	1,900	200

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FISCAL YEAR	FISCAL YEAR	COMPARATIVE
		2019 - 2020	2020 - 2021	19/20 AMENDED
		AMENDED	PROPOSED BUDGET	20/21 PROPOSED

FUND 400 WATER & SEWER FUND
DEPT 30 PHYSICAL ENVIRONMENT

	LEVEL	TEXT		TEXT	AMT	
	21PB	DBPR OPERATOR CERTIFICATES 7 @ \$100			700	
		FL INDUSTRIAL PRETREATMENT ASSOCIATION 2 @ \$50			100	
		FW & PCOA MEMBERSHIP 11 @ \$36			400	
		SUNSHINE STATE ONE CALL \$2,054.28 @ 33%			700	
					1,900	
400-3020-535.55-01		TRAINING & EDUCATION COST	2,000	5,000		3,000-
	LEVEL	TEXT		TEXT	AMT	
	21PB	MISC TRAINING: SAFETY, COLLECTIONS, ETC.			2,500	
		OPERATOR CERTIFICATION PROGRAMS			2,500	
					5,000	
*	EXPENDITURE		1,788,815	1,422,300		366,515
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**	Op Expenditures/Expenses		1,788,815	1,422,300		366,515
400-3020-535.99-10		CONTINGENCY	2,576	0		2,576
*	EXPENDITURE		2,576	0		2,576
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**	Other Uses		2,576	0		2,576
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***	PHYSICAL ENVIRONMENT		4,708,390	4,435,584		272,806

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

		FISCAL YEAR	FISCAL YEAR	COMPARATIVE
		2019 - 2020	2020 - 2021	19/20 AMENDED
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMENDED	PROPOSED BUDGET	20/21 PROPOSED
FUND 400 WATER & SEWER FUND				
DEPT 81 NON-DEPARTMENTAL				
400-8110-581.04-07	TRANS TO WATER & SEWER	265,000	433,000	168,000-
400-8110-581.10-01	TRANSFER TO GENERAL FUND	0	67,000	67,000-
*	EXPENDITURE	265,000	500,000	235,000-
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**	Personal Services	265,000	500,000	235,000-
400-8110-580.64-00	MACHINERY & EQUIPMENT	164,092	32,200	131,892
	LEVEL TEXT TEXT AMT			
	21PB LS#18 - REPLACE GENERATOR GAS TANK		10,000	
	SPARE 7.5 HP PUMP (LS7,LS16, LS20 OR LS21)		10,800	
	SPARE 10 HP PUMP (LS11 OR LS19)		11,400	
			32,200	
*	EXPENDITURE	164,092	32,200	131,892
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**	Capital Outlay	164,092	32,200	131,892
400-8110-517.71-40	VACUUM TRUCK-SUNTRUST EQ	49,200	51,942	2,742-
400-8110-517.71-71	W&S SERIES 2012 BONDS	870,000	885,000	15,000-
400-8110-517.71-72	W&S SERIES 1998	152,012	156,776	4,764-
400-8110-517.71-74	W&S SERIES 2005	85,000	85,000	0
400-8110-517.71-75	W&S SERIES SRF 2005	34,990	35,736	746-
400-8110-517.71-76	W&S SERIES SRF 2007	269,677	275,561	5,884-
400-8110-517.71-77	2011 W&S R&R BOND	225,000	225,000	0
400-8110-517.71-78	SERIES 2013 WTR MTR BOND	155,000	160,000	5,000-
400-8110-517.72-40	VACUUM TRUCK-SUNTRUST EQ	10,600	8,887	1,713
400-8110-517.72-71	W&S SERIES 2012 BONDS	84,964	53,859	31,105
400-8110-517.72-72	W&S SERIES 1998	8,431	3,667	4,764
400-8110-517.72-74	W&S SERIES 2005	25,369	22,137	3,232
400-8110-517.72-75	W&S SERIES SRF 2005	5,780	5,034	746
400-8110-517.72-76	W&S SERIES SRF 2007	59,586	53,702	5,884
400-8110-517.72-77	2011 W&S R&R BOND	120,795	120,795	0
400-8110-517.72-78	SERIES 2013 WTR MTR BOND	14,211	11,155	3,056
*	EXPENDITURE	2,170,615	2,154,251	16,364
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**	Debt Service	2,170,615	2,154,251	16,364
400-8110-589.99-10	BUDGET RESVE/CONTINGENCY	197,874	23,677	174,197
*	EXPENDITURE	197,874	23,677	174,197
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**	Other Uses	197,874	23,677	174,197
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***	NON-DEPARTMENTAL	2,797,581	2,710,128	87,453
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Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FISCAL YEAR	FISCAL YEAR	COMPARATIVE
		2019 - 2020 AMENDED	2020 - 2021 PROPOSED BUDGET	19/20 AMENDED 20/21 PROPOSED
FUND 400	WATER & SEWER FUND			
DEPT 81	NON-DEPARTMENTAL			
****	WATER & SEWER FUND	7,505,971	7,145,712	360,259

WATER IMPACT FEE FUND REVENUE

ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 401 WATER IMPACT FEES					
401-0000-324.21-00		RESIDENTIAL-PHYSICAL ENVN	50,000	1,500	48,500-
	LEVEL	TEXT		TEXT	AMT
	21PB	ESTIMATE PER FINANCE			1,500
					1,500
401-0000-324.22-00		COMMERCIAL-PHYSICAL ENVIR	1,500	8,000	6,500
	LEVEL	TEXT		TEXT	AMT
	21PB	FINANCE ESTIMATE			8,000
					8,000
			-----	-----	-----
*	PERMITS, FEES, SPECL ASSESS		51,500	9,500	42,000-
401-0000-361.10-00		INVESTMENTS	89	200	111
	LEVEL	TEXT		TEXT	AMT
	21PB	FINANCE ESTIMATE			200
					200
401-0000-361.15-00		STI - SUNTRUST INVESTMENT	2,500	0	2,500-
	LEVEL	TEXT		TEXT	AMT
	21PB	FINANCE ESTIMATE			
			-----	-----	-----
*	MISC REVENUES		2,589	200	2,389-
			-----	-----	-----
**	WATER IMPACT FEES		54,089	9,700	44,389-

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

WATER IMPACT FEE FUND EXPENSE

		FISCAL YEAR	FISCAL YEAR	COMPARATIVE
		2019 - 2020	2020 - 2021	19/20 AMENDED
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMENDED	PROPOSED BUDGET	20/21 PROPOSED
FUND 401 WATER IMPACT FEES				
DEPT 81 NON-DEPARTMENTAL				
401-8110-581.04-00	TRANS TO ENTERPRISE	40,000	0	40,000
*	EXPENDITURE	40,000	0	40,000
		-----	-----	-----
**	Personal Services	40,000	0	40,000
401-8110-589.99-10	BUDGET RESVE/CONTINGENCY	14,089	0	14,089
401-8110-590.99-01	BUDGET RESVE/CONTINGENCY	0	9,700	9,700-
	LEVEL TEXT		TEXT AMT	
	21PB CONTINGENCY RESERVE		9,700	
			9,700	
*	EXPENDITURE	14,089	9,700	4,389
		-----	-----	-----
**	Other Uses	14,089	9,700	4,389
		-----	-----	-----
***	NON-DEPARTMENTAL	54,089	9,700	44,389
		-----	-----	-----
****	WATER IMPACT FEES	54,089	9,700	44,389

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

SEWER IMPACT FEE FUND REVENUE

ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 402 SEWER IMPACT FEES					
402-0000-324.21-00		RESIDENTIAL-PHYSICAL ENVN	70,000	4,500	65,500-
	LEVEL	TEXT		TEXT	AMT
	21PB	FINANCE ESTIMATE			4,500
					4,500
402-0000-324.22-00		COMMERCIAL-PHYSICAL ENVIR	2,000	500	1,500-
	LEVEL	TEXT		TEXT	AMT
	21PB	FINANCE ESTIMATE			500
					500

*	PERMITS, FEES, SPECL ASSESS		72,000	5,000	67,000-
402-0000-361.10-00		INVESTMENTS	7,500	2,500	5,000-
	LEVEL	TEXT		TEXT	AMT
	21PB	FINANCE ESTIMATE			2,500
					2,500

*	MISC REVENUES		7,500	2,500	5,000-
402-0000-389.10-00		PRIOR YR CARRYFORWARD	260,500	0	260,500-
	LEVEL	TEXT		TEXT	AMT
	21PB	PRIOR YEAR RESERVES			

*	OTHER SOURCES		260,500	0	260,500-

**	SEWER IMPACT FEES		340,000	7,500	332,500-

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

SEWER IMPACT FEE FUND EXPENSE

ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 402 SEWER IMPACT FEES					
DEPT 81 NON-DEPARTMENTAL					
402-8110-581.04-00 TRANS TO ENTERPRISE			100,000	0	100,000
402-8110-581.04-07 TRANS TO WATER & SEWER			240,000	0	240,000
* EXPENDITURE			340,000	0	340,000
			-----	-----	-----
** Personal Services			340,000	0	340,000
402-8110-589.99-10 BUDGET RESVE/CONTINGENCY			0	7,500	7,500-
		LEVEL TEXT		TEXT AMT	
		21PB CONTINGENCY RESERVE		7,500	
				7,500	
* EXPENDITURE			0	7,500	7,500-
			-----	-----	-----
** Other Uses			0	7,500	7,500-
			-----	-----	-----
*** NON-DEPARTMENTAL			340,000	7,500	332,500
			-----	-----	-----
**** SEWER IMPACT FEES			340,000	7,500	332,500

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WATER/SEWER R&R FUND REVENUE

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 407 PROPRIETARY R&R FUND				
407-0000-331.50-10	CDBG	0	100,000	100,000
	LEVEL TEXT		TEXT AMT	
	21PB LIFT STATION 17B		100,000	
			100,000	
-----		-----	-----	-----
*	INTERGOVERNMENTAL REVENUE	0	100,000	100,000
407-0000-343.31-01	INSIDE CITY LIMITS	295,000	280,000	15,000-
	LEVEL TEXT		TEXT AMT	
	21PB FINANCE ESTIMATE		280,000	
			280,000	
407-0000-343.31-10	OUTSIDE CITY LIMITS	5,000	5,000	0
	LEVEL TEXT		TEXT AMT	
	21PB FINANCE ESTIMATE		5,000	
			5,000	
407-0000-343.51-50	INSIDE CITY LIMITS	295,000	290,000	5,000-
	LEVEL TEXT		TEXT AMT	
	21PB FINANCE ESTIMATE		290,000	
			290,000	
407-0000-343.51-60	OUTSIDE CITY LIMITS	5,000	5,000	0
	LEVEL TEXT		TEXT AMT	
	21PB FINANCE ESTIMATE		5,000	
			5,000	
-----		-----	-----	-----
*	CHARGES FOR SERVICES	600,000	580,000	20,000-
407-0000-361.10-00	INVESTMENTS	0	18,000	18,000
	LEVEL TEXT		TEXT AMT	
	21PB FINANCE ESTIMATE		8,000	
			8,000	
-----		-----	-----	-----
*	MISC REVENUES	0	18,000	18,000
407-0000-381.04-00	TRANSFER FRM ENTERPRISE	265,000	433,000	168,000
	LEVEL TEXT		TEXT AMT	

		FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
ACCOUNT NUMBER	ACCOUNT DESCRIPTION			
FUND 407	PROPRIETARY R&R FUND			
21PB	FINANCE ESTIMATE			
407-0000-381.04-02	TRANSFER FRM W&S FUND	240,000	0	240,000-
	LEVEL TEXT		TEXT AMT	
	21PB FINANCE ESTIMATE			
407-0000-389.10-00	PRIOR YR CARRYFORWARD	1,305,569	0	1,305,569-
		-----	-----	-----
*	OTHER SOURCES	1,810,569	433,000	1,377,569-
		-----	-----	-----
**	PROPRIETARY R&R FUND	2,410,569	1,131,000	1,279,569-

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

WATER/SEWER R&R FUND EXPENSE

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FISCAL YEAR	FISCAL YEAR	COMPARATIVE
		2019 - 2020 AMENDED	2020 - 2021 PROPOSED BUDGET	19/20 AMENDED 20/21 PROPOSED
FUND 407 PROPRIETARY R&R FUND				
DEPT 81 NON-DEPARTMENTAL				
407-8110-580.62-00	BUILDINGS	122,550	0	122,550
407-8110-580.63-00	INFRASTRUCTURE	2,288,019	1,131,000	1,157,019

	LEVEL	TEXT		TEXT	AMT
	21PB	WTR MAIN RPL BIRMINGHAM & KANSAS			285,000
		LIFT STATION 17B REHAB (CDBG ELIGIBLE)			390,000
		LIFT STATION 5 REHAB			456,000
					1,131,000
*	EXPENDITURE		2,410,569	1,131,000	1,279,569
			-----	-----	-----
**	Capital Outlay		2,410,569	1,131,000	1,279,569
			-----	-----	-----
***	NON-DEPARTMENTAL		2,410,569	1,131,000	1,279,569
			-----	-----	-----
****	PROPRIETARY R&R FUND		2,410,569	1,131,000	1,279,569

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

STORM WATER FUND REVENUE

ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 460 STORMWATER FUND					
460-0000-325.20-80		NON AD-VALOREM STORMWATER	0	1,002,000	1,002,000
	LEVEL	TEXT		TEXT AMT	
	21PB	FINANCE ESTIMATE		1,002,000	
				1,002,000	
			-----	-----	-----
*	PERMITS, FEES, SPECL ASSESS		0	1,002,000	1,002,000
460-0000-343.90-80		NON AD-VALOREM STORMWATER	1,002,000	0	1,002,000-
460-0000-343.90-81		STORMWATER, APARTMENT	21,500	0	21,500-
460-0000-343.90-82		STORMWATER, COMMERCIAL	10,000	0	10,000-
460-0000-343.90-84		STORMWATER, GOVERNMENT	2,500	0	2,500-
460-0000-343.90-85		STORMWATER, MULTI-FAMILY	17,000	0	17,000-
			-----	-----	-----
*	CHARGES FOR SERVICES		1,053,000	0	1,053,000-
460-0000-361.10-00		INVESTMENTS	30,000	20,000	10,000-
	LEVEL	TEXT		TEXT AMT	
	21PB	FINANCE ESTIMATE		20,000	
				20,000	
			-----	-----	-----
*	MISC REVENUES		30,000	20,000	10,000-
460-0000-389.10-00		PRIOR YR CARRYFORWARD	869,590	0	869,590-
			-----	-----	-----
*	OTHER SOURCES		869,590	0	869,590-
			-----	-----	-----
**	STORMWATER FUND		1,952,590	1,022,000	930,590-

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

STORM WATER FUND EXPENSE

ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 460 STORMWATER FUND					
DEPT 30 PHYSICAL ENVIRONMENT					
460-3080-538.12-00		REGULAR SALARIES & WAGE	117,842	121,400	3,558-
	LEVEL	TEXT		TEXT AMT	
	21PB	FINANCE ESTIMATE		121,400	
		STREETS & DRAINAGE SUPV 50%			
		LEAD EQ OPERATOR			
		EQUIPMENT OPERATOR/MAINTENANCE WORKER I (2)		121,400	
460-3080-538.14-00		OVERTIME	552	900	348-
	LEVEL	TEXT		TEXT AMT	
	21PB	FINANCE ESTIMATE		900	
				900	
460-3080-538.15-10		CELL PHONE ALLOWANCE	300	300	0
	LEVEL	TEXT		TEXT AMT	
	21PB	CELL PHONE @ 50%		300	
				300	
460-3080-538.15-30		BOOT ALLOWANCE	400	400	0
	LEVEL	TEXT		TEXT AMT	
	21PB	FINANCE ESTIMATE		400	
				400	
*	EXPENDITURE		119,094	123,000	3,906-
			-----	-----	-----
**	Personal Services		119,094	123,000	3,906-
460-3080-538.21-00		FICA/MEDICARE TAXES	9,111	9,400	289-
	LEVEL	TEXT		TEXT AMT	
	21PB	FINANCE ESTIMATE		9,400	
				9,400	
460-3080-538.22-00		RETIREMENT CONTRIBUTION	12,662	16,200	3,538-
	LEVEL	TEXT		TEXT AMT	
	21PB	FINANCE ESTIMATE		16,200	
				16,200	
460-3080-538.23-00		LIFE & HEALTH INSURANCE	31,340	33,200	1,860-
	LEVEL	TEXT		TEXT AMT	

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 460 STORMWATER FUND					
DEPT 30 PHYSICAL ENVIRONMENT					
21PB		FINANCE ESTIMATE		33,200	
				33,200	
460-3080-538.24-00 WORKERS COMP INSURANCE			5,345	5,700	355-
LEVEL		TEXT		TEXT	AMT
21PB		FINANCE ESTIMATE			5,700
					5,700
* EXPENDITURE			58,458	64,500	6,042-
			-----	-----	-----
** Benefits			58,458	64,500	6,042-
460-3080-538.34-00 OTHER SERVICES			79,300	80,800	1,500-
LEVEL		TEXT		TEXT	AMT
21PB		STREET SWEEPING CONTRACT			44,000
		FLORIDA DEPT OF CORRECTIONS (INMATES) @ 50%			28,800
		RETENTION POND MAINTENANCE			8,000
					80,800
460-3080-538.34-20 LANDSCAPING SERVICES			17,000	17,000	0
LEVEL		TEXT		TEXT	AMT
21PB		LANDSCAPING OF STORMWATER PROPERTIES			17,000
					17,000
460-3080-538.40-01 REGULAR TRAVEL			0	200	200-
LEVEL		TEXT		TEXT	AMT
21PB		MEAL ALLOWANCE AND MILEAGE			200
					200
460-3080-538.42-00 POSTAGE, FRT, EXPRESS			100	100	0
LEVEL		TEXT		TEXT	AMT
21PB		POSTAGE, FREIGHT & EXPRESS			100
					100
460-3080-538.43-01 UTILITY SERVICES			24,000	24,000	0
LEVEL		TEXT		TEXT	AMT
21PB		UTILITY SERVICES			24,000
					24,000
460-3080-538.44-00 RENTALS & LEASES			1,700	2,700	1,000-

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 460 STORMWATER FUND					
DEPT 30 PHYSICAL ENVIRONMENT					
	LEVEL	TEXT		TEXT AMT	
	21PB	PW PLOTTER LEASE \$6000 @ 33%		2,000	
		PW COPIER LEASE @ 25%		700	
				2,700	
460-3080-538.45-00		INSURANCE/NON-EMPLOYEE	11,621	16,467	4,846-
	LEVEL	TEXT		TEXT AMT	
	21PB	PROPERTY & LIABILITY INSURANCE		16,467	
				16,467	
460-3080-538.46-01		REPAIRS & MAINTENANCE	20,100	20,000	100
	LEVEL	TEXT		TEXT AMT	
	21PB	SW PIPE REPAIR, LINING, REPLACEMENT		7,000	
		CATCH BASIN & STORMWATER MANHOLE REPAIRS		4,000	
		FOUNTAIN PUMPS & CONTROLS		3,800	
		FEC BLANKET UTILITY CROSSING FEES		4,000	
		RADIO REPAIRS FOR ALL STORMWATER RADIOS		1,200	
				20,000	
460-3080-538.46-11		MAINTENANCE CONTRACTS	2,300	2,300	0
	LEVEL	TEXT		TEXT AMT	
	21PB	ANNUAL RADIO SYSTEM MAINTENANCE		1,000	
		COPIER AND PRINTER MAINTENANCE		600	
		PW PLOTTER PRINTER MAINTENANCE		700	
				2,300	
460-3080-538.46-50		FLEET CHARGES	20,000	20,000	0
	LEVEL	TEXT		TEXT AMT	
	21PB	STORMWATER VEHICLES, HEAVY EQUIPMENT, PUMPS		20,000	
				20,000	
460-3080-538.46-60		SMALL EQ REPAIR & MAINT	2,089	4,000	1,911-
	LEVEL	TEXT		TEXT AMT	
	21PB	SMALL EQUIPMENT REPAIR & MAINTENANCE		4,000	
				4,000	
460-3080-538.47-00		PRINTING & BINDING	250	0	250
460-3080-538.49-30		DIRECT ALLOCATION COST	226,208	163,840	62,368
	LEVEL	TEXT		TEXT AMT	

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 460 STORMWATER FUND					
DEPT 30 PHYSICAL ENVIRONMENT					
	21PB	DIRECT COST ALLOCATION GEN FUND		155,094	
		DIRECT COST ALLOCATION IT		8,746	
				163,840	
460-3080-538.49-59		BAD DEBT EXPENSE	5,000	0	5,000
460-3080-538.51-00		OFFICE SUPPLIES	999	700	299
	LEVEL	TEXT		TEXT AMT	
	21PB	PAPER, ENVELOPES, ETC.		100	
		PW PLOTTER SUPPLIES		600	
				700	
460-3080-538.52-01		OPERATING SUPPLIES	8,000	5,000	3,000
	LEVEL	TEXT		TEXT AMT	
	21PB	PIPES, MANHOLE COVERS, BASIN GRATES, ETC.		5,000	
				5,000	
460-3080-538.52-02		COMPUTERS	0	1,400	1,400-
	LEVEL	TEXT		TEXT AMT	
	21PB	LAPTOP FOR TRUCK #136 - \$2,800 X 50%		1,400	
				1,400	
460-3080-538.52-04		SMALL TOOLS & EQUIPMENT	1,000	800	200
	LEVEL	TEXT		TEXT AMT	
	21PB	MISC TOOLS		800	
				800	
460-3080-538.52-19		UNIFORM EXPENSE	1,300	1,300	0
	LEVEL	TEXT		TEXT AMT	
	21PB	UNIFORMS - \$200 EST X 11 EMPLOYEES X 50%		700	
		UNIFORM REPAIRS (ESTIMATED)		300	
		TOOL ALLOWANCE		100	
		UNIFORMS \$130 EST X 1 EMPLOYEE X 10%		100	
		UNIFORMS \$250 EST X 1 EMPLOYEE X 33%		100	
				1,300	
460-3080-538.52-50		FUEL & OIL SUPPLIES	15,000	17,000	2,000-
	LEVEL	TEXT		TEXT AMT	
	21PB	GASOLINE & DIESEL, MOTOR OIL, ETC.		17,000	
				17,000	

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 460 STORMWATER FUND					
DEPT 30 PHYSICAL ENVIRONMENT					
460-3080-538.52-64	MACH/EQUIP	CAPITAL-LIKE	0	2,300	2,300-
	LEVEL	TEXT		TEXT AMT	
	21PB	(1) HANDHELD MOBILE RADIO		2,300	
				2,300	
460-3080-538.53-00	ROAD MATERIAL &	SUPPLIES	3,000	2,000	1,000
	LEVEL	TEXT		TEXT AMT	
	21PB	SHELL, LIMEROCK, SAND, FILL DIRT, ETC.		2,000	
				2,000	
460-3080-538.54-00	BOOKS/PUBL/SUBSCR/MEMBERS		1,600	1,300	300
	LEVEL	TEXT		TEXT AMT	
	21PB	FLORIDA SUNSHINE ONE CALL \$2,054.28 @ 33%		700	
		FL STORMWATER ASSOCIATION MEMBERSHIP		600	
				1,300	
460-3080-538.55-01	TRAINING & EDUCATION COST		600	1,000	400-
	LEVEL	TEXT		TEXT AMT	
	21PB	MISC TRAINING COURSES: SAFETY, ETC.		1,000	
				1,000	
*	EXPENDITURE		441,167	384,207	56,960
			-----	-----	-----
**	Op Expenditures/Expenses		441,167	384,207	56,960
460-3080-538.99-10	CONTINGENCY		18,410	0	18,410
*	EXPENDITURE		18,410	0	18,410
			-----	-----	-----
**	Other Uses		18,410	0	18,410
			-----	-----	-----
***	PHYSICAL ENVIRONMENT		637,129	571,707	65,422

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 460 STORMWATER FUND					
DEPT 81 NON-DEPARTMENTAL					
460-8110-581.04-00 TRANS TO ENTERPRISE			30,462	0	30,462
460-8110-581.04-61 STORMWATER CAPITAL PROJ			894,493	0	894,493
* EXPENDITURE			924,955	0	924,955
			-----	-----	-----
** Personal Services			924,955	0	924,955
460-8110-517.71-61 SRF 2003 STRMWTR DEBT			324,287	331,852	7,565-
		LEVEL TEXT		TEXT AMT	
		21PB PER AMORTIZATION SCHEDULE		331,852	
				331,852	
460-8110-517.72-61 SRF 2003 STRMWTR DEBT			29,331	21,766	7,565
		LEVEL TEXT		TEXT AMT	
		21PB PER AMORTIZATION SCHEDULE		21,766	
				21,766	
* EXPENDITURE			353,618	353,618	0
			-----	-----	-----
** Debt Service			353,618	353,618	0
460-8110-589.99-10 BUDGET RESVE/CONTINGENCY			36,888	96,675	59,787-
* EXPENDITURE			36,888	96,675	59,787-
			-----	-----	-----
** Other Uses			36,888	96,675	59,787-
			-----	-----	-----
*** NON-DEPARTMENTAL			1,315,461	450,293	865,168
			-----	-----	-----
**** STORMWATER FUND			1,952,590	1,022,000	930,590

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

STORM WATER CAPITAL FUND REVENUE

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 461 STORMWTR CAPITAL PROJECTS				
461-0000-331.52-00	FEMA - REIMBURSEMENT	1,575,172	0	1,575,172-
		-----	-----	-----
*	INTERGOVERNMENTAL REVENUE	1,575,172	0	1,575,172-
461-0000-381.04-60	TRANSFER FRM STORMWATER	894,493	0	894,493-
461-0000-389.10-00	PRIOR YR CARRYFORWARD	525,058	0	525,058-
		-----	-----	-----
*	OTHER SOURCES	1,419,551	0	1,419,551-
		-----	-----	-----
**	STORMWTR CAPITAL PROJECTS	2,994,723	0	2,994,723-

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

STORM WATER CAPITAL FUND EXPENSE

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 461	STORMWTR CAPITAL PROJECTS			
DEPT 81	NON-DEPARTMENTAL			
461-8110-580.63-00	INFRASTRUCTURE	2,994,723	0	2,994,723
*	EXPENDITURE	2,994,723	0	2,994,723
		-----	-----	-----
**	Capital Outlay	2,994,723	0	2,994,723
		-----	-----	-----
***	NON-DEPARTMENTAL	2,994,723	0	2,994,723
		-----	-----	-----
****	STORMWTR CAPITAL PROJECTS	2,994,723	0	2,994,723

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

SOLID WASTE FUND REVENUE

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 495 SOLID WASTE ENTERPRISE				
495-0000-343.40-40	REFUSE	305,000	305,000	0
	LEVEL TEXT		TEXT AMT	
	21PB FINANCE ESTIMATE		305,000	
			305,000	
495-0000-343.40-41	REFUSE, APARTMENT	145,000	145,000	0
	LEVEL TEXT		TEXT AMT	
	21PB FINANCE ESTIMATE		145,000	
			145,000	
495-0000-343.40-42	REFUSE, COMMERCIAL	886,000	886,000	0
	LEVEL TEXT		TEXT AMT	
	21PB FINANCE ESTIMATE		886,000	
			886,000	
495-0000-343.40-43	REFUSE, CHURCH	16,000	16,000	0
	LEVEL TEXT		TEXT AMT	
	21PB FINANCE ESTIMATE		16,000	
			16,000	
495-0000-343.40-44	REFUSE, GOVERNMENT	13,000	13,000	0
	LEVEL TEXT		TEXT AMT	
	21PB FINANCE ESTIMATE		13,000	
			13,000	
495-0000-343.40-45	REFUSE, MULTI-FAMILY	108,600	108,600	0
	LEVEL TEXT		TEXT AMT	
	21PB FINANCE ESTIMATE		108,600	
			108,600	
495-0000-343.40-46	REFUSE, MOBILE HOME	35,000	35,000	0
	LEVEL TEXT		TEXT AMT	
	21PB FINANCE ESTIMATE		35,000	
			35,000	
495-0000-343.40-47	REFUSE, RESIDENTIAL	1,017,000	1,017,000	0
	LEVEL TEXT		TEXT AMT	
	21PB FINANCE ESTIMATE		1,017,000	
			1,017,000	

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ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 495 SOLID WASTE ENTERPRISE					
495-0000-343.40-48		REFUSE, RESIDENT-COMMERCL	32,000	32,000	0
	LEVEL 21PB	TEXT FINANCE ESTIMATE		TEXT AMT 32,000 32,000	
*	CHARGES FOR SERVICES		2,557,600	2,557,600	0
495-0000-361.10-00		INVESTMENTS	10,000	10,000	0
	LEVEL 21PB	TEXT FINANCE ESTIMATE		TEXT AMT 10,000 10,000	
495-0000-369.95-00		RECYCLING REVENUES	2,000	0	2,000-
	LEVEL 21PB	TEXT FINANCE ESTIMATE		TEXT AMT	
*	MISC REVENUES		12,000	10,000	2,000-
495-0000-389.10-00		PRIOR YR CARRYFORWARD	5,610	0	5,610-
	LEVEL 21PB	TEXT FINANCE ESTIMATE		TEXT AMT	
*	OTHER SOURCES		5,610	0	5,610-
**	SOLID WASTE ENTERPRISE		2,575,210	2,567,600	7,610-

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

SOLID WASTE FUND EXPENSE

ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 495 SOLID WASTE ENTERPRISE					
DEPT 30 PHYSICAL ENVIRONMENT					
495-3040-534.34-00		OTHER SERVICES	2,010,610	2,045,100	34,490-
	LEVEL	TEXT		TEXT AMT	
	21PB	REDMAN CONSULTING CONTRACT		20,000	
		TIPPING FEES DEBRIS		5,500	
		WASTE PRO CONTRACT		2,019,600	
				2,045,100	
495-3040-534.45-00		INSURANCE/NON-EMPLOYEE	0	3,754	3,754-
	LEVEL	TEXT		TEXT AMT	
	21PB	PROPERTY & LIABILITY INSURANCE		3,754	
				3,754	
495-3040-534.49-30		DIRECT ALLOCATION COST	255,720	255,760	40-
	LEVEL	TEXT		TEXT AMT	
	21PB	DIRECT COST ALLOCATION GEN FUND		206,516	
		DIRECT COST ALLOCATION IT		13,119	
		DIRECT COST PW ADMIN		36,125	
				255,760	
495-3040-534.49-50		MOBILITY FEE EXPENSE	0	200,000	200,000-
	LEVEL	TEXT		TEXT AMT	
	21PB	PAVING MOBILITY FEE		200,000	
				200,000	
495-3040-534.49-59		BAD DEBT EXPENSE	10,000	15,000	5,000-
	LEVEL	TEXT		TEXT AMT	
	21PB	ESTIMATE		15,000	
				15,000	
*	EXPENDITURE		2,276,330	2,519,614	243,284-
			-----	-----	-----
**	Op Expenditures/Expenses		2,276,330	2,519,614	243,284-
			-----	-----	-----
***	PHYSICAL ENVIRONMENT		2,276,330	2,519,614	243,284-

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 495	SOLID WASTE ENTERPRISE			
DEPT 81	NON-DEPARTMENTAL			
495-8110-581.10-02		200,000	0	200,000
* EXPENDITURE		200,000	0	200,000
		-----	-----	-----
** Personal Services		200,000	0	200,000
495-8110-580.45-01	INSURANCE	25,000	0	25,000
495-8110-580.45-10	GENERAL LIABILITY	2,352	0	2,352
* EXPENDITURE		27,352	0	27,352
		-----	-----	-----
** Op Expenditures/Expenses		27,352	0	27,352
495-8110-589.99-10	BUDGET RESVE/CONTINGENCY	71,528	47,986	23,542
* EXPENDITURE		71,528	47,986	23,542
		-----	-----	-----
** Other Uses		71,528	47,986	23,542
		-----	-----	-----
*** NON-DEPARTMENTAL		298,880	47,986	250,894
		-----	-----	-----
**** SOLID WASTE ENTERPRISE		2,575,210	2,567,600	7,610

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

INFORMATION TECHNOLOGY FUND REVENUE

		FISCAL YEAR	FISCAL YEAR	COMPARATIVE
		2019 - 2020	2020 - 2021	19/20 AMENDED
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMENDED	PROPOSED	20/21 PROPOSED
FUND 501 INFORMATION TECHNOLOGY				
501-0000-341.01-30	CRA	6,684	8,330	1,646
501-0000-341.04-00	COST ALLOCATION	42,144	57,683	15,539
501-0000-341.04-60	STORMWATER	10,764	8,330	2,434-
501-0000-341.04-95	SOLID WASTE	35,636	13,119	22,517-
501-0000-341.10-01	GENERAL FUND	321,134	349,849	28,715
-----		-----	-----	-----
* CHARGES FOR SERVICES		416,362	437,311	20,949
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** INFORMATION TECHNOLOGY		416,362	437,311	20,949

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INFORMATION TECHNOLOGY FUND EXPENSE

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 501 INFORMATION TECHNOLOGY				
DEPT 13 FINANCE				
501-1306-516.12-00	REGULAR SALARIES & WAGE	81,200	82,400	1,200-
	LEVEL TEXT		TEXT AMT	
	21PB FINANCE ESTIMATE		82,400	
	IT MANAGER		82,400	
501-1306-516.15-10	CELL PHONE ALLOWANCE	600	600	0
501-1306-516.15-20	UNIFORM ALLOWANCE	200	200	0
*	EXPENDITURE	82,000	83,200	1,200-
-----		-----		
**	Personal Services	82,000	83,200	1,200-
501-1306-516.21-00	FICA/MEDICARE TAXES	6,263	6,400	137-
501-1306-516.22-00	RETIREMENT CONTRIBUTION	6,800	8,500	1,700-
501-1306-516.23-00	LIFE & HEALTH INSURANCE	8,131	9,700	1,569-
501-1306-516.24-00	WORKERS COMP INSURANCE	100	100	0
*	EXPENDITURE	21,294	24,700	3,406-
-----		-----		
**	Benefits	21,294	24,700	3,406-
501-1306-516.34-00	OTHER SERVICES	54,763	73,825	19,062-
	LEVEL TEXT		TEXT AMT	
	21PB ACCELA		6,700	
	ADOBE CREATIVE CLOUD		1,500	
	AMAZON WEB SERVICES		3,600	
	BACKUP EXEC		1,500	
	EXAGRID (DISC BACKUP APPLIANCE HW MAINT.)		3,300	
	CISCO HW /SW SUPPORT		5,000	
	CODEJOCK		200	
	DISKEEPER		500	
	ESRL-ARCVIEW		1,200	
	EXPERTS EXCHANGE		200	
	GO DADDY		600	
	GOOGLE APPS		12,600	
	HOSTGATOR WEB HOSTING		300	
	IMAGE ONE		7,000	
	INDIGO ROSE		200	
	IPAD RMS MAINTENANCE		225	
	MINDGATE PRINTCHEF		200	
	PORTER LEE CORPORATION		1,000	
	RMS		8,500	
	RUCKUS WIRELESS		1,200	
	SOFTWARE HOUSE INTERNATIONAL(SHI)		15,000	
	TIG		500	

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 501 INFORMATION TECHNOLOGY					
DEPT 13 FINANCE					
		VISUAL STUDIO MSDN PRO		300	
		ANTIVIRUS SOFTWARE		2,500	
				73,825	
501-1306-516.40-01		REGULAR TRAVEL	2,300	0	2,300
501-1306-516.41-00		COMMUNICATION SERVICES	38,300	38,600	300-
	LEVEL	TEXT		TEXT AMT	
	21PB	COMMUNICATIONS EXP NEW PHONE SYS SPECTRUM		20,000	
		WIRELESS		15,600	
		DMS PHONES		3,000	
				38,600	
501-1306-516.42-00		POSTAGE, FRT, EXPRESS	200	0	200
501-1306-516.44-00		RENTALS & LEASES	1,200	1,200	0
501-1306-516.44-20		OPERATING LEASE EXP	45,000	40,000	5,000
	LEVEL	TEXT		TEXT AMT	
	21PB	PHONE SYSTEM LEASE		40,000	
				40,000	
501-1306-516.45-00		PROPERTY LIAB INSURANCE	1,269	1,251	18
	LEVEL	TEXT		TEXT AMT	
	21PB	PROPERTY & LIABILITY INSURANCE		1,251	
				1,251	
501-1306-516.46-01		REPAIRS & MAINTENANCE	3,500	6,000	2,500-
	LEVEL	TEXT		TEXT AMT	
	21PB	MISC REPAIRS		6,000	
				6,000	
501-1306-516.46-02		COMPUTERS	2,000	0	2,000
	LEVEL	TEXT		TEXT AMT	
	21PB	COMPUTERS			
501-1306-516.46-11		MAINTENANCE CONTRACTS	110,382	116,460	6,078-
	LEVEL	TEXT		TEXT AMT	
	21PB	CENTRAL SQ ANNUAL MAINTENANCE		99,496	
		SOFTWARE HOUSE INT'L		3,100	
		JBT & ASSC		2,277	
		QUATRED		2,472	
		IMAGE ONE		2,500	
		GRANCIUS		6,615	

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

		FISCAL YEAR	FISCAL YEAR	COMPARATIVE
		2019 - 2020	2020 - 2021	19/20 AMENDED
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMENDED	PROPOSED BUDGET	20/21 PROPOSED
FUND 501 INFORMATION TECHNOLOGY				
DEPT 13 FINANCE				
			116,460	
501-1306-516.49-30	DIRECT ALLOCATION COST	1,854	1,776	78
501-1306-516.51-00	OFFICE SUPPLIES	500	250	250
501-1306-516.52-01	OPERATING SUPPLIES	100	249	149-
501-1306-516.52-02	COMPUTERS	18,600	14,200	4,400
	LEVEL		TEXT	AMT
	21PB		UPS BATTERIES	3,000
			UPS	2,500
			NEW SOFTWARE	4,000
			MONITORS, MISC COMPUTER SUPPLIES	3,000
			SCANNERS	1,000
			PD PRINTER	700
			14,200	
501-1306-516.52-19	UNIFORM EXPENSE	200	0	200
501-1306-516.52-64	MACH/EQUIP CAPITAL-LIKE	17,800	0	17,800
501-1306-516.54-00	BOOKS/PUBL/SUBSCR/MEMBERS	300	200	100
501-1306-516.55-01	TRAINING & EDUCATION COST	600	0	600
*	EXPENDITURE	298,868	294,011	4,857
		-----	-----	-----
**	Op Expenditures/Expenses	298,868	294,011	4,857
		-----	-----	-----
***	FINANCE	402,162	401,911	251

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 501 INFORMATION TECHNOLOGY					
DEPT 81 NON-DEPARTMENTAL					
501-8110-580.64-00		MACHINERY & EQUIPMENT	14,200	35,400	21,200-
	LEVEL	TEXT		TEXT	AMT
	21PB	PC REPLACEMENT (16)			14,400
		PD LAPTOPS(2) W/ACCCESSORIES			7,000
		FIBER REPLACEMENT FIRE DEPARTMENT			14,000
					35,400
*		EXPENDITURE	14,200	35,400	21,200-
-----			-----	-----	-----
**		Capital Outlay	14,200	35,400	21,200-
-----			-----	-----	-----
***		NON-DEPARTMENTAL	14,200	35,400	21,200-
-----			-----	-----	-----
****		INFORMATION TECHNOLOGY	416,362	437,311	20,949-

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

FLEET FUND REVENUE

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 502 FLEET				
502-0000-341.20-11	FLEET PARTS & LABOR	344,396	343,878	518-
		-----	-----	-----
*	CHARGES FOR SERVICES	344,396	343,878	518-
		-----	-----	-----
**	FLEET	344,396	343,878	518-

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

FLEET FUND EXPENSE

ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 502 FLEET					
DEPT 41 PUBLIC WORKS					
502-4160-519.12-00		REGULAR SALARIES & WAGE	146,900	151,200	4,300-
	LEVEL	TEXT		TEXT AMT	
	21PB	FINANCE ESTIMATE		151,200	
		FLEET SUPERVISOR			
		SENIOR MECHANIC			
		MECHANIC (2)		151,200	
502-4160-519.14-00		OVERTIME	800	600	200
502-4160-519.15-10		CELL PHONE ALLOWANCE	600	600	0
502-4160-519.15-30		BOOT ALLOWANCE	400	400	0
502-4160-519.15-50		TOOL ALLOWANCE	900	900	0
* EXPENDITURE			149,600	153,700	4,100-
** Personal Services			149,600	153,700	4,100-
502-4160-519.21-00		FICA/MEDICARE TAXES	11,700	11,800	100-
502-4160-519.22-00		RETIREMENT CONTRIBUTION	12,600	15,900	3,300-
502-4160-519.23-00		LIFE & HEALTH INSURANCE	35,200	37,900	2,700-
502-4160-519.24-00		WORKERS COMP INSURANCE	2,700	2,200	500
* EXPENDITURE			62,200	67,800	5,600-
** Benefits			62,200	67,800	5,600-
502-4160-519.34-00		OTHER SERVICES	900	1,000	100-
	LEVEL	TEXT		TEXT AMT	
	21PB	SCAN TOOL UPDATE		1,000	
				1,000	
502-4160-519.40-01		REGULAR TRAVEL	800	0	800
502-4160-519.42-00		POSTAGE, FRT, EXPRESS	100	100	0
	LEVEL	TEXT		TEXT AMT	
	21PB	POSTAGE, FREIGHT & EXPRESS		200	
				200	
502-4160-519.44-00		RENTALS & LEASES	1,900	2,100	200-
	LEVEL	TEXT		TEXT AMT	
	21PB	CYLINDER TANK RENTALS		1,200	
		OTHER MISCELLANEOUS RENTALS		900	
				2,100	
502-4160-519.45-00		INSURANCE/NON-EMPLOYEE	6,956	6,458	498

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
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FUND 502 FLEET
DEPT 41 PUBLIC WORKS

	LEVEL 21PB	TEXT PROPERTY & LIABILITY INSURANCE		TEXT AMT 6,458 6,458	
502-4160-519.46-01		REPAIRS & MAINTENANCE	2,300	2,100	200
	LEVEL 21PB	TEXT MISCELLANEOUS SHOP EQUIPMENT REPAIRS GARAGE LIFT MAINTENANCE RADIO REPAIRS		TEXT AMT 1,000 700 400 2,100	
502-4160-519.46-50		FLEET CHARGES	5,200	3,800	1,400
	LEVEL 21PB	TEXT FLEET VEHICLE REPAIR AND MAINTENANCE BUCKET TRUCK ANNUAL CERTIFICATION		TEXT AMT 3,000 800 3,800	
502-4160-519.49-30		DIRECT ALLOCATION COST	5,562	5,328	234
	LEVEL 21PB	TEXT DIRECT COST ALLOCATION		TEXT AMT 5,328 5,328	
502-4160-519.51-00		OFFICE SUPPLIES	500	600	100-
	LEVEL 21PB	TEXT PRINTER INK OTHER MISCELLANEOUS SUPPLIES		TEXT AMT 500 100 600	
502-4160-519.52-01		OPERATING SUPPLIES	6,200	7,100	900-
	LEVEL 21PB	TEXT BRAKE CLEANER, CARB CLEANER, DEGREASER ELECTRICAL CONNECTORS, CABLE, WIRE WIPER RAG CLEANING/REPLACEMENT SERVICES BOLTS, NUTS CAR WASH SOAP SAFETY VESTS, RAIN GEAR, BOOTS, ETC. REPLACEMENT AIR HOSES WASP SPRAY REPLACEMENT FIRE EXTINGUISHERS		TEXT AMT 1,800 1,800 1,400 500 400 400 300 200 300 7,100	

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

ACCOUNT NUMBER		ACCOUNT DESCRIPTION	FISCAL YEAR 2019 - 2020 AMENDED	FISCAL YEAR 2020 - 2021 PROPOSED BUDGET	COMPARATIVE 19/20 AMENDED 20/21 PROPOSED
FUND 502 FLEET					
DEPT 41 PUBLIC WORKS					
502-4160-519.52-02 COMPUTERS			5,100	6,950	1,850-
	LEVEL	TEXT		TEXT AMT	
	21PB	FLEET ONLINE SOFTWARE		3,200	
		(3) LAPTOP COMPUTERS FOR GARAGE		3,750	
				6,950	
502-4160-519.52-04 SMALL TOOLS & EQUIPMENT			2,200	1,700	500
	LEVEL	TEXT		TEXT AMT	
	21PB	MISCELLANEOUS SHOP TOOLS		1,700	
				1,700	
502-4160-519.52-19 UNIFORM EXPENSE			1,800	1,700	100
	LEVEL	TEXT		TEXT AMT	
	21PB	UNIFORMS - \$260 EST X 3 EMPLOYEES		900	
		TOOL ALLOWANCE - 4 @ \$200		800	
				1,700	
502-4160-519.52-50 FUEL & OIL SUPPLIES			5,000	4,900	100
502-4160-519.54-00 BOOKS/PUBL/SUBSCR/MEMBERS			600	0	600
502-4160-519.55-01 TRAINING & EDUCATION COST			3,200	0	3,200
* EXPENDITURE			48,318	43,836	4,482
** Op Expenditures/Expenses			48,318	43,836	4,482
*** PUBLIC WORKS			260,118	265,336	5,218-

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)

		FISCAL YEAR	FISCAL YEAR	COMPARATIVE
		2019 - 2020	2020 - 2021	19/20 AMENDED
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMENDED	PROPOSED BUDGET	20/21 PROPOSED
FUND 502 FLEET				
DEPT 81 NON-DEPARTMENTAL				
502-8110-580.45-35	INLAND MARINE/ENVIRON LIB	246	0	246
502-8110-580.52-90	COGS PARTS	84,032	78,542	5,490
*	EXPENDITURE	84,278	78,542	5,736
		-----	-----	-----
**	Op Expenditures/Expenses	84,278	78,542	5,736
		-----	-----	-----
***	NON-DEPARTMENTAL	84,278	78,542	5,736
		-----	-----	-----
****	FLEET	344,396	343,878	518
		37,824,482	26,572,772	11,251,710

Attachment: 2021 FINAL BUDGET WORKSHEET (2020-R-41 : Tentative Budget Fiscal Year 2020 - 2021)



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Agenda Item**

4.1

MEETING DATE: September 9, 2020
FROM: Valerie Manning
SUBJECT: Minutes - July 28, 2020, Budget Workshop, July 28, 2020 Regular
City Commission Meeting, August 11, 2020 Goals Setting and
Budget Discussion
NUMBER: (ID # 3020)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the July 28, 2020 budget workshop and the regular City Commission meeting and August 11, 2020 Goals Setting and Budget discussion.

MOTION:

Approve all three sets of minutes as submitted by staff.

- Minutes - July 28, 2020 - Budget Workshop (PDF)
- Minutes - July 28, 2020 - Regular City Commission meeting (PDF)
- Minutes - August 11, 2020 - Goals and Budget discussion workshop (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • JULY 28, 2020

City Commission Chamber

Budget Workshop

6:00 PM

**CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117**

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448

1. CALL TO ORDER

a. Roll Call

Vice-Mayor Penny called the workshop to order. Mayor Via was teleconference the workshop from home.

Attendee Name	Title	Status	Arrived
Chris Via	Mayor	Present	
John Penny	District 1 - Commissioner	Present	
Penny Currie	District 2 - Commissioner	Present	
John C. Danio	District 3 - Commissioner	Present	
Roy Johnson	District 4 - Commissioner	Present	

2. FY2021 GOVERNMENTAL FUNDS BUDGET

1.

FY2021 Governmental Funds Budget Workshop

(Requested by Stella Gurnee, Finance)

Mr. Forte stated at the last workshop they went over the Enterprise Funds, tonight they will go over the General Fund and the other Governmental Funds, Special Revenues Fund.

Stella Gurnee, Finance Director, shared a PowerPoint presentation with the Mayor, Commissioners, staff and those in the audience that attended the workshop. Tonight they will be going over the General Funds and the Governmental Funds for the recommended budget for next year, FY2021. Mrs. Gurnee thanked the Department Heads and their staff. This has been a difficult budget planning because of the pandemic. She wants to thank them because they came together and really assisted in getting this budget done and they do have a balanced budget in all of the funds. Mrs. Gurnee mentioned the workbook that the Commissioners have is first laid out by the PowerPoint presentation and the back part is a very detailed worksheet that goes through all of the departments line items. This first page in the PowerPoint presentation is an example of the worksheet and it's the same as they did in the last budget workshop. Primarily pointing out that the purple column is for the Fiscal Year that they are in now 2021 and the text associated with that purple column and of course, the other columns are labeled there for the Commissioners. Mrs. Gurnee went through the PowerPoint presentation with the Mayor and Commissioners at

Attachment: Minutes - July 28, 2020 - Budget Workshop (3020 : Minutes)

this time. *(A copy of the PowerPoint presentation is available in the City Clerk's office and online within the workshop agenda packet. A copy of the meeting may be placed on a CD by requesting it from the City Clerk's Office).*

Looking ahead, at the July 28th regular City Commission meeting, the Commission will adopt a maximum millage. On September 9th there will be a first public hearing at 7:00 PM in the Commission Chambers and then on September 21st there will be a final public hearing on the budget beginning at 7:00 PM in the Commission Chambers.



3. ADJOURNMENT

The workshop adjourned at approximately 7:00 PM.



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • JULY 28, 2020

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448

1. CALL TO ORDER

- a. Roll Call
 - b. Invocation by Vice-Mayor John Penny
 - c. Pledge of Allegiance
- Vice-Mayor Penny led the Pledge of Allegiance to the Flag.

Mayor Via is calling into the meeting from home due to the virus and Commissioner Currie is in Maryland a trip that she takes this time every year.

2. PRESENTATION

1.

Proclamation - Honoring Michael James Junker for 35 Years of Service to the City of Holly Hill

(Requested by Antoine Khoury, Public Works)

Vice-Mayor Penny read the proclamation into the record. Mr. Junker was not present for his presentation.

RESULT:	NO VOTE NEEDED
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3. PUBLIC COMMENTS

None.

4. APPROVAL OF MINUTES - NONE

5. CONSENT AGENDA - ITEM (1)

- 1. -2020-R-34 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with Razorback, LLC to Provide Construction Services for the Replacement of the WWTP Sludge Holding Tank Walkway (20Ww04) Not to Exceed \$96,000.00.

(Requested by Antoine Khoury, Public Works)

Vice-Mayor Penny opened public participation. No one spoke.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION

2020-R-34

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH RAZORBACK, LLC TO PROVIDE CONSTRUCTION SERVICES FOR THE REPLACEMENT OF THE WWTP SLUDGE HOLDING TANK WALKWAY (20WW04) NOT TO EXCEED \$96,000.00.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH RAZORBACK, LLC TO PROVIDE CONSTRUCTION SERVICES FOR THE REPLACEMENT OF THE WWTP SLUDGE HOLDING TANK WALKWAY (20WW04) NOT TO EXCEED \$96,000.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill approved the proposed capital project as part of the fiscal year 2019-20 budget; and

WHEREAS, the City solicited a bid for this project and has received 4 bids; and

WHEREAS, Razorback, LLC of Tarpon Springs, Florida was the low bidder with a bid totaling \$96,000.00; and

WHEREAS, the references for Razorback, LLC were checked and the feedback provided suggests they are capable of performing the work for this project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill does hereby authorize the City Manager to enter into an agreement with Razorback LLC to provide construction services for the project WWTP Sludge Holding Tank Walkway not to exceed

\$96,000.00.

SECTION 2. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 28th day of JULY, 2020.

Enacted and approved this 28th day of July, 2020, in Holly Hill



6. REGULAR AGENDA

1. -2020-R-35 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Amending the City of Holly Hill's Purchasing Policy, Which was Approved in Resolution 2018-R-30; Providing for Legislative Findings and Intent; Repealing All Resolutions in Conflict Herewith; Providing for Authority to the City Manager for Implementing Administrative Actions; and Providing for Scrivener's Errors, Conflicts Severability; and Providing an Effective Date.

(Requested by Stella Gurnee, Finance)

Stella Gurnee, Finance Director, gave an update from the staff report within the agenda packet to the Mayor and City Commissioners.

Vice-Mayor Penny opened public participation. No one spoke.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John C. Danio, District 3 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION 2020-R-35

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE CITY OF HOLLY HILL'S PURCHASING POLICY, WHICH WAS APPROVED IN RESOLUTION 2018-R-30; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; REPEALING ALL RESOLUTIONS IN CONFLICT HERewith; PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; AND PROVIDING FOR SCRIVENER'S ERRORS, CONFLICTS SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF HOLLY HILL, FLORIDA, AMENDING THE CITY OF HOLLY

HILL'S PURCHASING POLICY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; REPEALING ALL RESOLUTIONS IN CONFLICT HERewith; PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; AND PROVIDING FOR SCRIVENER'S ERRORS, CONFLICTS SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, in an effort to be consistent with current laws, policies and practices, City Commission wishes for the City of Holly Hill to update/modify the existing City of Holly Hill Purchasing Policy; and

WHEREAS, Federal guidelines 2CFR 200.313 require procedures for the acquisition and property control of equipment purchased with federal funds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. Legislative Findings and Intent. The City Commission of the City of Holly Hill has complied with all requirements and procedures of Florida Law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Commission Approval. The City Commission of the City of Holly Hill, Florida, hereby deems it necessary to amend the Purchasing Policy incorporated herein as Exhibit "A".

SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such actions as he may deem necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 4. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

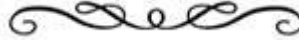
SECTION 5. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 6. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 7. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

APPROVED AND AUTHENTICATED on this 28th day of JULY, 2020.

Enacted and approved this 28th day of July, 2020, in Holly Hill



2.

Maximum Millage - Fiscal Year 2020-2021

(Requested by Stella Gurnee, Finance)

Mr. Forte stated in conjunction with the Notice of Proposed Property Taxes (TRIM Notice) pursuant to Section 200.069, F.S., the City Commission must authorize advertisement of the maximum millage rate for the upcoming budget year. The current operating millage rate is \$6.25 per \$1,000 of assessed taxable value; the current taxable value is \$707,177,324. With the proposed rate preliminary ad valorem taxes for fiscal year 2021 would be \$4,198,865 at 95%. The current year rolled-back millage rate is 5.9014 per \$1,000 assessed value. With the current year rolled-back rate, the preliminary ad valorem taxes for the Fiscal Year 2021 would be \$3,964,670 at 95%. The City Commission must establish public hearings dates within 35 days of the tax certification received from the Property Appraiser for the Fiscal year that ends September 30, 2020. This evening what staff is looking for is a motion from the Commission to set the maximum millage rate and establish those public hearing dates. There is a motion in the agenda item that if the Commission selects a maximum millage rate, he will go ahead and read the motion if somebody could move on that and they can take discussion at that point.

Vice-Mayor Penny opened public participation. No one spoke.

Commissioner Currie gave a millage rate number of 6.25.

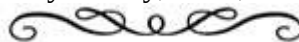
Mr. Forte stated now that they have a number, he will read the motion that's in their agenda packet for this item and insert the millage rate number that Commissioner Currie gave and if she would like to move it then they can go from there.

Mr. Forte read the motion: For the City Commission to authorize the Holly Hill Operating maximum millage rate of 6.25 and to be advertised as part of the 2020 TRIM Notice and establish the budget hearing dates for Fiscal Year on September 9, 2020 at 7:00 PM and September 21, 2020 at 7:00 PM.

Commissioner Currie stated that would be her motion, seconded by Commissioner Danio.

RESULT:	APPROVED [4 TO 1]
MOVER:	John C. Danio, District 3 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Penny, Currie, Danio, Johnson
NAYS:	Via

Enacted and approved this 28th day of July, 2020, in Holly Hill



7. PUBLIC HEARING

1. -2020-O-3029 Ordinance

SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations (LDR), by Rezoning the Parcel Described in Exhibit "A" from CC-1 (Commercial Corridor District) to BPUD (Business Planned Unit Development); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

(Requested by Brian Walker, City Planner)

Brian Walker, City Planner, discussed the staff report that was in the agenda packet for this item. The city owns this particular parcel, 224 Riverside Drive, is for sale. This is to request a PD Rezone - Consider a Rezone from CC-1 (Commercial Corridor) to BPUD (Business Planned Unit Development) and approve the associated written development agreement, for approximately .46 acres, located on the west side of Riverside Drive approximately 300 feet north of 2nd Street and more specifically known as 224 Riverside Drive. It is zoned CC-1 (Commercial Corridor) and has a future land use of General Commercial. The City is requesting a rezone to BPUD (Business Planned Unit Development) in order to permit uses that are most appropriate for the area and that support the current trend of development along Riverside Drive. The parcel addressed as 224 Riverside Drive sits directly in front of Marina Grande, a luxury residential condominium community with upscale retail and office space facing west along Riverside Drive. Approximately 350 feet to the south is The Market. A facility that the City remodeled and that now contains one of the City's finest dining restaurants. The parcel is also located within the City's Redevelopment District. Among other things, part of the stated purpose of the CRA District is to enhance the City's assets. The CC-1 zoning designation is very broad and allows uses ranging from a book store to light industrial and manufacturing. Staff has received inquiries from potential buyers of the property. General inquiries have centered on putting uses on the property, such as motorcycle repair, and others that are not compatible with this location or trend of development in this area. At its regular meeting on May 4th, 2020, staff discussed the issue with the Board of Planning and Appeals in order to receive feedback as to whether or not it might be appropriate to rezone the property, with the goal of ensuring that it be developed in a way that supports the trend of development in the area. After some discussion, the BOPA recommended that the property be rezoned to a PD in order to more specifically guide what uses are permitted on the property and ensure that it be developed following the architectural design guidelines as presented in the CRA Master Plan. This is the purpose of the proposed rezone. Mr. Walker stated per Section 114-771(4), a request to rezone to a planned unit development requires that the applicant provide a master development plan. The master development plan consist of two items, a preliminary plan and a written development agreement. The preliminary plan shows items such as the size and location of buildings, parking areas, open space, etc., while the written development agreement spells out the permitted uses on the property along with a variety of other details concerning zoning data, restrictions, easements, etc. Because this property is for sale, there is currently no preliminary plan or development proposal. The primary purpose of this proposed rezone is to establish permitted uses and provide detail

as required in the written development agreement. Staff request that once the property is purchased and the development proposed, that the site plan serve as the preliminary plan and that would then be incorporated into the Master Development Plan but as a minor amendment to the BPUD as long as it is consistent with the requirements and permitted uses stated in the written development agreement it won't have to come back to BOPA and the City Commission. That is discussed in more detail in Item 10 of the Development Agreement. Another thing to keep in mind is that because the city doesn't have a potential buyer the city doesn't have someone to enter into an agreement with at this point. In speaking with the Commission, when the city sells the property the actual written development agreement, at that time, would be executed by the potential buyer. At this point, the actual recording and executing the written development agreement would not happen until there was a potential buyer for the property.

(To hear the full discussion amongst the Mayor and Commissioners and staff for this agenda item and the entire meeting, a request can be made for a CD or go online and listen to the meeting).

Marta Pascale from Realtor with Adams Cameron spoke. She commends the Commission for what they want across the street from Marina Grande. Just her opinion but she would allow things that Marina Grande would appreciate across the street from them. She thinks they would appreciate mini storage, boat storage, a farmers market, a coffee shop or a breakfast place. She thinks they would support that and appreciate that. The issue at hand is it's a small piece of property and that does limit the market ability a bit. Stormwater drainage and things of that nature need to be taken into consideration. There has been interest but it has slowed down because the property is not actively on the market right now, pending this discussion and this issue.

Mayor Via made a motion to APPROVE adding mini warehouses as an allowed use and adding convenient stores as a prohibited use, seconded by Commissioner Currie.

Vice-Mayor Penny opened public participation. No one spoke.

PASSED, 5-0.

Vice-Mayor Penny opened public participation. No one spoke.

RESULT:	APPROVED AT 1ST READING [UNANIMOUS]	Next: 8/11/2020 7:00 PM
MOVER:	Chris Via, Mayor	
SECONDER:	Penny Currie, District 2 - Commissioner	
AYES:	Via, Penny, Currie, Danio, Johnson	

**ORDINANCE
2020-O-3029**

SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS (LDR), BY REZONING THE PARCEL DESCRIBED IN EXHIBIT "A" FROM CC-1 (COMMERCIAL CORRIDOR DISTRICT) TO BPUD (BUSINESS PLANNED UNIT DEVELOPMENT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY REZONING THE PARCEL DESCRIBED IN EXHIBIT A FROM CC-1 (COMMERCIAL CORRIDOR DISTRICT) TO BPUD (BUSINESS PLANNED UNIT DEVELOPMENT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill, Volusia County, Florida, has adopted a comprehensive plan pursuant to, and in compliance with 163.3161 et. Seq., Florida Statutes and;

WHEREAS, the City Commission, as authorized by 163.3202, Florida Statutes, has enacted and does enforce the Land Development Regulations, based on, related to, and as a means to implement its adopted comprehensive plan; and

WHEREAS, the Holly Hill Board of Planning and Appeals has recommended that the requested rezoning be granted; and

WHEREAS, the City Commission has determined that it is necessary to administratively amend its Land Development Regulations as herein provided in order to more effectively implement its adopted comprehensive plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The Official Zoning Map of the City of Holly Hill is hereby amended to designate the property described in Exhibit “A” as BPUD (Business Planned Unit Development) pursuant to the provisions contained in the attached Development Agreement, attached to this Ordinance as Exhibit “B” and incorporated in this Ordinance by reference.

SECTION 2. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 3. That all ordinances made in conflict with this Ordinance are hereby repealed.

SECTION 4. That this Ordinance shall become effective immediately upon its adoption

APPROVED AND AUTHENTICATED on this 11th day of AUGUST, 2020
for second reading.

EXHIBIT "A"**LEGAL DESCRIPTION**

LOT 13 & LAND E OF HYWAY EXC W 175 FT SUB MB 6 PG 63 BLK 26 M & C HOLLY HILL PER OR 3957 PG 4470 PER OR 5418 PGS 3042-3043 PER OR 5744 PG 3085 PER OR 6413 PG 0202 PER OR 6589 PG 1308 PER OR 6935 PG 4383

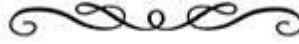
APPROXIMATELY .461 ACRES

Attachment: Minutes - July 28, 2020 - Regular City Commission meeting (3020 : Minutes)

EXHIBIT B

DEVELOPMENT AGREEMENT

Enacted and approved this 28th day of July, 2020, in Holly Hill



8. COMMUNICATIONS

A. City Manager & Staff Comments

Mr. Forte mentioned that he emailed the Commissioners earlier in the week an add-on to this agenda having to do with the city's landscape maintenance company. What happened was the city had one company that we're not satisfied with their performance and the city has given them a notice of termination and the city would like to give the other company, which is a smaller company that did bid on this project when it was put out to bid, the opportunity to be able to do the work at a cost savings to the city of about \$12,000. There's already been a Change Order to that smaller company and the city's purchasing policy doesn't allow him to exceed a certain percentage of the original contract. This is not a budgetary item because it's actually saving money, it's a procedural item that he can't modify an existing contract without going to the Commission. Staff is asking the Commission to authorize the City Manager to execute a Change Order to the existing contract with ABC Express Lawn in the amount of \$43,740 in order to give them...swap the work from the first company to ABC Express.

*Mayor Via made a motion to **APPROVE** authorizing the City Manager to execute a Change Order to the existing contract with ABC Express Lawn in the amount of \$43,740, seconded by Commissioner Danio.*

Vice-Mayor Penny opened public participation. No one spoke.

PASSED, 5-0.

Mr. Forte stated in their agenda packet on the millage item, there's an attachment and on number 16 of that attachment it states the current year roll back rate. As they discussed, it's 5.9014, however, in the attachment in the agenda, it says 9.040. He just wanted to bring that to the Commissioners attention. What he verbalized is correct but one of the attachments, the DR420 form had a typo in it so he is going to swap those documents out and he just wanted to make the Commissioners aware of that.

B. City Attorney Comments

Not present.

C. City Commission Comments

Commissioner Currie sent her sympathy to Valerie and her family. Dave is going to be missed. Echoed the Mayor's concerns about the COVID-19 testing and the situation she had with her husband's test as a first responder who had to wait 10 days and that test went to California.

Commissioner Johnson mentioned Dave's Celebration of Life Memorial that he attended the other day. He is part of the family. He's going to be missed a lot. This COVID-19 is a horrible thing. It's going to get better. The city is still doing great.

Commissioner Danio thoughts and condolences to Valerie and her family. Pickleball is doing well; congratulated Junker on all the years he served in the city.

Vice-Mayor Penny spoke about Pictona; The Kitchen over there is open. There's a lot of activity over there.

D. Mayor's Comments

Mayor Via thanked Mr. Forte about that landscaping contract. It's a good cost savings to the citizens. Thank Vice-Mayor Penny for running another great meeting and commended him on his prayer tonight in praying for Dave Manning, a former employee who recently passed away unexpectedly who put his heart and soul into this city. His heart, thoughts and prayers go out to his family. Mayor Via mentioned that he is home because he tested positive with COVID-19 a couple of weeks ago and his family has gotten over all of their symptoms and feel extremely healthy and the doctor says he is allowed to be out and about again. Mayor Via spoke about how long he had to wait for his results, self-isolating for 21 days. He helped pen a letter with the other Volusia County Mayors to send it to the Governor's office. Spoke about the Census as well.

9. ADJOURNMENT

The meeting adjourned at approximately 8:50 PM.



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • AUGUST 11, 2020

City Commission Chamber

Work Session

5:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448

1. CALL TO ORDER

a. Roll Call

Attendee Name	Title	Status	Arrived
Chris Via	Mayor	Present	
John Penny	District 1 - Commissioner	Present	
Penny Currie	District 2 - Commissioner	Present	
John C. Danio	District 3 - Commissioner	Present	
Roy Johnson	District 4 - Commissioner	Present	

2. GOALS SETTING DISCUSSION

1.

Goals Setting Discussion

(Requested by Valerie Manning, City Clerk)

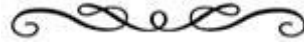
Mr. Forte stated he thought it would probably be best in order to go over last year's list and review and refresh what's on there. Some of these goals are done, they're completed, they're closed out and others are ongoing and will be left open in perpetuity because that's just the type of goal that it is and other still have time to be completed. They can run down the list and see if the Commission is going to keep anything on the old list of goals and once they are done with that, they will open up the other item, the other list of discussion goal items and see what they want to add. Again, this is just a list, it's not the list. Add to it, take away from it, do whatever they want to do to it.

At this time Mr. Forte went over the Goals and Objectives 2019 with the Mayor and City Commissioners. *(The full version of this workshop item discussion can be found on the city's website or a copy of the audio CD is available upon request in the City Clerk's office.)*

At this time the Mayor and Commissioners discussed the millage rate and whether or not they were going to keep the current millage rate or not, and if so, they will adjust the budget. There **consensus** in a previous meeting discussion was to set the maximum millage rate and work through that. Mayor Via in a previous meeting wanted to lower the millage rate; wants to go to roll back rate and the Commissioners were willing to entertain his idea. *(The full version of this workshop item discussion can be found on the city's website or a copy of the audio CD is available upon request in the City*

Attachment: Minutes - August 11, 2020 - Goals and Budget discussion workshop (3020 : Minutes)

Clerk's office.) There was consensus to bring the budget millage rate discussion back before the next meeting as a workshop, along with the goals discussion.



3. ADJOURNMENT

The workshop adjourned at approximately 6:50 PM.



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

5.1

MEETING DATE: September 9, 2020
FROM: Antoine Khoury
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Awarding 51 Site Services a Contract for the “Rehabilitation of Lift Station #10”, and Authorizing the City Manager to Execute the Agreement; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2020-R-42
APPLICANT:
PLANNER:

DISCUSSION:

During an evaluation of the City’s lift stations it was determined that Lift Station #10, located at 410 Dorothy Avenue, is in need of refurbishing. This lift station improvement project was proposed due to the age (over 50 years) and the condition of the lift station. The proposed refurbishment will include a complete upgrade including the conversion of the can lift station into a submersible station.

Work includes bypass pumping, demolition of two (2) existing pumps, piping and valves to abandon pump can. Installation of two (2) new submersible pumps, top slab, piping, valves, valve vault, electrical panel and control panel. The proposed refurbishing is consistent with the need to upgrade facilities to reach full compliance with the Department of Environmental Protection standards and protect health, safety and welfare of our citizens.

The City received ten (10) bids for this project:

Intercounty Engineering, Inc.	\$327,050.00
Thadcon, LLC	\$301,228.17
Black Sands Development Group, LLC	\$288,502.60
U.S. Water Services Corp.	\$271,486.00
J&H Waterstop Utilities, Inc.	\$269,000.00
Hinterland Group, Inc.	Incomplete Form
McMahan Construction Co., Inc.	\$254,000.00
Danus Utilities, Inc.	\$252,869.00
Cain Enterprises, LLC	\$238,470.00
51 Site Services, Inc.	\$203,458.00

The low bidder is 51 Site Services of Ormond Beach, Florida with a total bid of \$203,458.00.

Staff and City's consultants have reviewed 51 Site Services bid package and have found it responsive and is qualified to complete this project.

FISCAL ANALYSIS:

Funding for this project has been included in Fiscal Year Budget 2019/2020. The Project Code is 20WW03. The funds are available in account number 407-8110-580-6300.

STAFF RECOMMENDATION:

Authorize the City Commission to award and authorize the City Manager to execute a contract with 51 Site Services for the award of the improvements to Lift Station #10 Rehabilitation.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVE AND AWARD 51 SITE SERVICES, A CONTRACT FOR THE "REHABILITATION OF LIFT STATION #10", AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.

ATTACHMENTS:

- Final Bid Docs Holly Hill LS10-51 Site Services (PDF)
- Lift Station 10 Bid Tabulation (PDF)
- Mead & Hunt Recommendation (PDF)
- ITB-WW-20-03_HH_Lift_Station_10_Bid_Set_Specifications_06.09.20_2 (PDF)
- Addendum-1-LS-10-20-WW-03 (PDF)

Resolution No. 2020-42

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING 51 SITE SERVICES A CONTRACT FOR THE "REHABILITATION OF LIFT STATION #10", AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING 51 SITE SERVICES A CONTRACT FOR THE "REHABILITATION OF LIFT STATION #10", AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has determined that Lift Station #10, located at 410 Dorothy Avenue, is in need of refurbishing; and

WHEREAS, the City received 10 bids for this project; and

WHEREAS, 51 Site Services of Ormond Beach, Florida was the low responsive bidder with a total bid of \$203,458.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill approve the contract and authorize the City Manager to execute the agreement.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 9th day of SEPTEMBER, 2020.

**SECTION 00 30 00
PROPOSAL
FOR
CITY OF HOLLY HILL
LIFT STATION #10 REHABILITATION
BID NO. WW-20-03
(To be completed in Duplicate)**

Bidder's Name: 51 Site Services, Inc.

Submitted: August 4th, 20

City of Holly Hill
City Clerk
1065 Ridgewood Avenue
Holly Hill, FL 32117

Gentlemen:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient test holes and/or other subsurface investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the Drawings and Specifications for the work and from his/her own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and he/she has examined the other Contract Documents and all addenda relating thereto, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Holly Hill, (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work specified in the Proposal and other Contract Documents.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Contract Form.

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs

to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

The Bidder further agrees to execute a Contract and furnish satisfactory Performance and Payment Bonds, each in the amount of one-hundred percent of the Contract price, and the required Certificates of Insurance, within ten consecutive calendar days after written notice being given by the Owner of the award of the Contract, and the undersigned agrees that in case of failure on his/her part to execute the said Contract, Performance and Payment Bonds and Insurance Certificates within ten (10) consecutive calendar days after the award of the Contract, the bid guarantee accompanying his/her bid and the money payable thereon shall be paid to the Owner as liquidation of damages sustained by the Owner; otherwise, the bid guarantee shall be returned to the undersigned within fifteen days after the Contract is signed and the Performance and Payment Bonds and Insurance Certificates are filed.

The undersigned agrees to accept as full compensation for completion of the project in full compliance with the Contract Documents, the unit prices for the items named in Section 00 31 00, Schedule of Unit Prices, submitted herein with this Proposal.

The undersigned offers to furnish all materials, equipment and labor for construction of "**LIFT STATION #10 REHABILITATION**", for the City of Holly Hill, Florida, complete in every respect in strict accordance with the drawings, specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed in the "Schedule of Unit Prices: Section 00 31 00" attached and made a part of this Bid. **The bid total is:**

TWO HUNDRED THREE THOUSAND FOUR HUNDRED FIFTY EIGHT
Dollars

(In Words)

\$ 203,458 (In Figures)

COMPLETION TIME OF CONTRACT

The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that the total work shall be substantially completed within **150 days** and final completion within **30 days** of substantial completion.

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays that any work shall remain uncompleted after the stations completion times stipulated above the sum of **\$1,000 (One Thousand Dollars)** per day shall be deducted from monies due the contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his/her Surety. Should the total amount chargeable as liquidated damages exceed

the amount due or payable to the Contractor or his/her Surety, then such excess shall be paid to the Owner by the Contractor or his/her Surety.

SUPPLEMENTAL REQUIREMENTS

The following documents are attached to and made a condition of this bid:

Schedule of Unit Prices: Section 00 31 00
 Statement of Bidder's Qualifications: 00 32 00
 Listing of Subcontractors: Section 00 33 00
 Listing of Previous Experience: Section 00 33 10
 Bid Bond: Section 00 41 00
 Public Entity Crimes Statement: Section 00 47 00
 Anti-Collusion Statement: Section 00 48 00
 Drug Free/Tie Preference Statement: Section 00 48 50
 Compliance with the Public Records Law: Section 00 48 60
 W9 Request for Taxpayer Identification Number and Certification: Section 00 48 70
 Trench Safety Affidavit: Section 00 49 00
 Certificate as to Corporate Principal: Section 00 62 00
 City of Holly Hill Insurance Requirements: Section 00 80 00A

REQUIRED DISCLOSURE

At its sole discretion, the City of Holly Hill, Florida may reject any bidder the City finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the City to lack honesty, integrity, or moral responsibility. The discretion of the City may be exercised based on the City's own investigation, public records, or any other reliable sources of information. By submitting a bid, bidder recognizes and accepts that the City may reject the bid based upon the exercise of its sole discretion and bidder waives any claim it might have for damages or other relief resulting from the rejection of its bid based on these grounds.

SCHEDULE OF MAJOR MANUFACTURERS AND SUPPLIERS

The equipment manufacturers/suppliers on this project shall be as delineated in the following schedule. Bidders should note that the Owner and Engineer have made rigorous investigations of equipment performance and features, and as a result, Bidders are to note that the contract price for this project shall be based on Base Bid equipment. The Base Bid equipment for this project falls under one of two categories. The first category is equipment that the Owner and Engineer have determined will be supplied by a sole source of supply, for which no substitutions or alternates will be entertained or allowed. Bidder is advised that offering of any alternatives to the sole source supplied equipment will be grounds for rejection of his bid as not responsive. The second category of equipment includes those items where the Owner and Engineer deem there to be more than one acceptable supplier of the particular item listed. The equipment which falls under these two categories is shown on the subsequent pages of this Schedule of Major Manufacturers and

Suppliers. Bidder is advised that the award of this Contract will be based solely on the use of Base Bid equipment.

The following comments relate only to the second category of equipment, where the Contract Documents are based upon the equipment or products available from the suppliers denoted as A, B, C, etc. below. These equipment manufacturers, along with the sole source suppliers constitute the Base Bid.

Provision is made in the Contract Documents for alternate manufacturers and suppliers whose equipment or product may be deemed equivalent in quality (see General Conditions). However, the Bidder must indicate in his Bid which Base Bid supplier he intends to use for each item of equipment listed by circling one of the listed manufacturers/suppliers. If the Bidder fails to indicate which listed manufacturer/supplier he intends to use if an alternate is rejected, he must use the supplier listed as "A". Also, if the Bidder circles more than one listed supplier, he must use the first supplier circled (unless an alternate is approved).

If the Bidder desires to propose one or more alternate manufacturers/suppliers, he may write in the name of such alternates in the spaces provided on the Alternate Manufacturers/Suppliers page following the schedule. He must, nevertheless, also circle one of the listed manufacturers/suppliers because Bidders' Bid price must be based upon this Base Bid list. Wherever an alternate supplier is proposed, the Bidder must insert the amount to be deducted from the Contract Price (either lump sum or unit price) if the alternate supplier is eventually approved. If the proposed alternate supplier is determined "not equivalent" by the Engineer, the Bidder must use the circled supplier.

For any alternate supplier accepted by the Owner, the Contract Price will be reduced by the deductive amount stated in the Bid. However, the Contract Price will not be adjusted for any alternate supplier rejected.

Each proposed alternate will be evaluated in accordance with the General Conditions.

The deductive amount specified for alternate manufacturers/suppliers will not be used in determining the successful Bidder. Alternates will be considered only after award of the contract.

The Contractor shall reimburse the Owner for any costs directly attributable to the change in suppliers, such as additional field trips for the Engineer, additional redesign costs, additional review and inspection costs, etc.

The Owner may request and the Bidder shall supply complete information on proposed alternates prior to the Notice of Award.

SCHEDULE OF MAJOR MANUFACTURERS
AND SUPPLIERS

Category I - Sole Source Equipment Items:

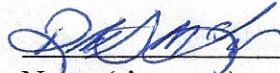
Item No.	Spec. No.	Equipment/Material	Manufacturer or Supplier
1	333220	Collection System Submersible Pumps	A) ABS

Category II - Major Equipment Items:

NONE

ALTERNATE MANUFACTURERS/SUPPLIERS

EQUIPMENT ITEM MATERIAL	SPEC. SECTION	ALTERNATIVE MANUFACTURER / SUPPLIER (LIST ONE ONLY)	DEDUCTIBLE AMOUNT (indicate whether lump sum or unit price) ALTERNATE
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____
9. _____	_____	_____	_____
10. _____	_____	_____	_____


Name (signature)

8/4/2020
Date

ROBERT STEPHEN MCLEAN
Name (typed and printed)

CEO
Title

ACKNOWLEDGMENT OF ADDENDA

Addenda will be issued via email and it is the Bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for the project. Acknowledgment is hereby made of the following Addenda received since issuance of Drawings and Specifications:

Addendum No. <u>1</u>	Dated: <u>7/27/20</u>	Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____	Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____	Addendum No. _____	Dated: _____

Attached hereto is a cashier's check on the _____ Bank of
SEE ATTACHED or Bid Bond for the sum of
5% Dollars (_____),
 made payable to CITY OF HOLLY HILL (Owner).

SI SITE SERVICES
 (Name of Bidder) (Affix Seal)

[Signature]
 (Signature of Officer)

CEO
 (Title of Officer)

SI Site Services, Inc.
 Name of Bidder

136 N. Orchard St. Suite 4
 Address

Ormond Beach, FL/32174
 City/State/Zip

(386) 944-8051
 Telephone

CVC #1225423

CBC #1259950

Contractor's Florida License Number

The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:

TIM FISHEL - PRESIDENT

SARAH FISHEL - VICE PRESIDENT

ROB MCLEAN - CEO

END OF SECTION

00 30 00 - 7

**SECTION 00 31 00
SCHEDULE OF UNIT PRICES**

**CITY OF HOLLY HILL
LIFT STATION #10 REHABILITATION
BID# WW-20-03**

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
1	Preconstruction Video	1	LS	\$1,200.00	\$1,200.00
2	Demolition	1	LS	\$13,260.00	\$13,260.00
3	Bypass Pumping	1	LS	\$21,840.00	\$21,840.00
4	Complete Lift Station	1	LS	\$101,820.00	\$101,820.00
5	Electrical	1	LS	\$27,600.00	\$27,600.00
6	Tie-Ins				
	a) Tie-In to Existing Force Main	1	LS	\$4,740.00	\$4,740.00
7	DIP Fittings Add or Delete	1000	LBS	\$4.50	\$4,500.00
8	Existing Force Main Removal	1	LS	\$2,880.00	\$2,880.00
9	Permits and Allowances	1	LS	\$10,000.00	\$10,000.00
10	As-Built Plans	1	LS	\$3,360.00	\$3,360.00
11	MOT	1	LS	\$6,720.00	\$6,720.00
12	Restoration	1	LS	\$5,538.00	\$5,538.00
				BID TOTAL	\$203,458.00

Submitted by: ROBERT MCLEAN

Contractor: SI Site Services, Inc.

Address: 136 N. Orchard St., Suite 4 Ormond Beach, FL 32174

Telephone: (386) 944-8051

Fax: _____

State of Florida Certified General Contractor or Underground Contractor (Required Information)

CUC#1225423

Licensee: ROBERT MCLEAN

License No: CBC#1259950

SECTION 00 32 00

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

- A. Name of bidder.
- B. Permanent main office address.
- C. When organized.
- D. If a corporation, where incorporated.
- E. How many years have you been engaged in the contracting business under your present firm or trade name?
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- G. General character of work performed by your company.
- H.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why?
- H.⁽²⁾ Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.
- I. Have you ever defaulted on a contract? If so, where and why?
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- K. List your major equipment SEE ATTACHED.
- L. Experience in construction work similar in type to this project.
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit available: \$ SEE ATTACHED
- O. Give bank reference: SEE ATTACHED
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

ITB-WW-20-03

STATEMENT OF BIDDER'S QUALIFICATIONS

- A. 51 Site Services, Inc.
- B. 136 North Orchard St (Suite 4), Ormond Beach, FL 32174
- C. 6/20/2014
- D. Florida
- E. Six
- F. Contracts on hand: see attached WIP

<u>Contract Description</u>	<u>Contract Price</u>	<u>Completion Date</u>
Gold Choice- Palm Coast	\$932,527	October 2020
Oakridge Boulevard- Daytona Beach	\$1,353,452	October 2020
Midway Medical Center	65,000	February 2021

- G. We are a Utility Underground company specializing in the installation of water, sewer, and storm systems
- H. 1. NO 2.
 - 1. Earl Johnson – workers comp claim, settled
- I. NO
- J. Important Project Profile
 - a. Martin Luther King Boulevard - \$1,145,000 – July 2020
 - b. North Western Lineman College - \$680,000 – December 2016
 - c. Oakridge Boulevard - \$1,353,452 – October 2020
- K. See attached
- L. Experience in Construction work similar in type to this project
- M. Principal Background info
 - a. Tim Fishel began operating heavy equipment in 2007, gaining experience in commercial and industrial site development including site clearing, mass grading and underground utilities. He opened 51 Site Services in 2014 with his wife Sarah.
 - b. Rob McLean has been in the commercial construction industry for fifteen years specializing in commercial development of ground up projects through Florida, Georgia, South Carolina, North Carolina, and Pennsylvania. Rob is a licensed contractor in FL and GA.
- N. Credit Available: \$60,000
- O. Seacoast Bank
- P. YES



51 Site Services, Inc. Schedule of Equipment

Manufacturer	Model	Description
VOLVO	EC220EL	EXCAVATOR
LPG	TRACK TY	DOZER
CAT	279D	TRACK LOADER
CAT	303E CR	MINI EXCAVATOR
VOLVO	L110H	WHL LOADER
CAT	CS34	ROLLER
JCB	3TS TELES	LOADER
JCB	JZ141LCD	CRAWLER EXCAVATOR

- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at 0700 this 4th day of AUGUST, 2020.

ROB MCLEAN
Name of Bidder

By: CEO
Title

State of Florida

County of Volusia

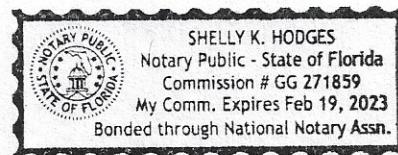
ROB MCLEAN being duly sworn deposes and says that
he is the CEO of 51 SITE SERVICES and that
the answers to the CITY OF HOLLY HILL foregoing questions
Name of Organization

and all statements therein contained are true and correct.

Subscribed and sworn to before me this 4th day of August, 2020.

Shelly K. Hodges
Notary Public

Shelly K. Hodges
Notary Public (Print or Type)



My commission expires: 2/19/23

SECTION 00 33 00
LISTING OF SUBCONTRACTORS

The Bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. Upon approval of subcontractors listed the successful bidder shall not substitute subcontractors without approval from the Engineer. Bidder shall attach additional sheets as necessary.

SUBCONTRACTOR	COMPANY NAME	REFERENCES
ELECTRIC	TVSER ELECTRIC	1) 2) 3)
D & W PAVING	D & W PAVING	1) MATT ROGERS 386-341-2165 2) 3)
SURVEYING/LAYOUT	SLIGERT ASSOC.	1) 2) 3)
PRE-CON VIDEO	AA VIDEO	1) ERIC THOMAS 305-505-8041 2) SVD HOBBS 561-882-9296 3) PAUL SEGEDIN 561-744-8331

END OF SECTION

SECTION 00 33 10
LISTING OF PREVIOUS EXPERIENCE

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

NO.	PROJECT	OWNER	DESCRIPTION/COST	REFERENCE	DATE WORK STARTED & FINISHED MM/YR TO MM/YR
North Western	Lineman College Edgewater, FL	M.L. Underwood Construction	Complete Site Work + Underground Utilities \$680,000	Mike Underwood (386) 672-6651 mike@mlunderwood construction.com	07/16 - 12/16
2	Fountainhead Holly Hill	Jayson Meyer	Underground Utility Infrastructure + Roadways \$800,000	Jayson Meyer (386) 451-4469 Jayson@synergy billing.com	4/19 - 11/19
3	Gold Choice ALF Palm Coast, FL	Gold Choice ALF	Complete Site Work + Underground Utilities, Roadway Construction \$933,000	Ray Hubbard (207) 852-7677 construction@ mygoldchoice.com	1/20 - Present

END OF SECTION

Bid # WW-20-03

**SECTION 00 41 00
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, 51 Site Services, Inc. as Principal and U.S. Specialty Insurance Company of the City of Houston State of Texas, a corporation existing under the laws of the State of Florida, as Surety, are held and firmly bound unto the City Of Holly Hill hereinafter called the Owner, in the sum of Five Percent of Amount Bid----- Dollars (\$ ---5%---) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal has submitted the accompanying Proposal or Bid, for the construction of:

LIFT STATION #10 REHABILITATION,
Holly Hill, FL

NOW, THEREFORE, if the Principal shall not withdraw said Bid within ninety (90) days after the opening of the same and in the event of the acceptance of his proposal by the Owner, shall, within the period specified therefore, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said Bid within the period specified, of the failure to enter into such contract and give bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 4th day of August, 2020, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF:

N/A

N/A

Witness

N/A (Seal)

N/A (Seal)

N/A (Seal)

Individual or Partner

136 N Orchard St, Suite 4

Ormond Beach, FL 32174

Address

51 Site Services, Inc.

Corporate Principal

ATTEST:

[Signature]

President AFFIX
CORPORATE SEAL

13403 Northwest Freeway

Houston, TX 77040

Address

U.S. Specialty Insurance Company

By *[Signature]*

AFFIX Susan L. Reich*
CORPORATE SEAL

U.S. Specialty Insurance Company

Corporate Surety

ATTEST:

[Signature]

Coralise Medal, Witness

*Attorney-In-Fact & FL Licensed Resident Agent

Title

END OF SECTION

00 41 00 - 2



TOKIOMARINE
HCC

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

SUSAN L REICH

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed Twenty-five million and 00/100 Dollars (\$25,000,000.00). This

Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles



By: _____

[Signature]
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

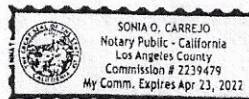
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

[Signature]

(seal)



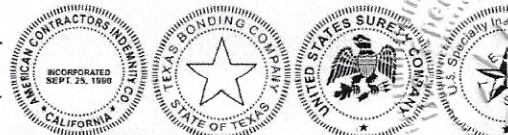
I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 4th day of August, 2020.

Corporate Seals

Bond No. BB2011269

Agency No. 11520



[Signature]
Kio Lo, Assistant Secretary

visit tmhcc.com/surety for more information

HCCSOPOACONSOL06/2018

SECTION 00 47 00

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES:

This sworn statement is submitted with Bid, Proposal or Contract No. WW-20-03 for LIFT STATION #10 RENAR.

This sworn statement is submitted by SI SITE SERVICES, INC. whose business address is 136 N ORCHARD ST (SUITE A) ORMOND BEACH 32174 and (if applicable) its Federal Employer Identification Number (FEIN) is 47-1152080. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

My name is ROB MCLEAN any my relationship to the entity named above is CEO.

I understand that a "public entity crime" as defined in Paragraph 287.133(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(i)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(l)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a 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 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.

I understand that a "person" as defined in Paragraph 287.133(i)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

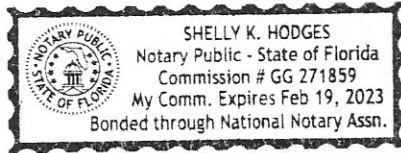
- ☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)
- ☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- ☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

(Signature) [Signature] Date: 8/4/2020

State of Florida County of Volusia

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Rob McLean - CEO
who, after first being sworn by me, affixed his/her signature in the space provided above on this
4th day of August, 2020

Shelly K. Hodges
Notary Public



My Commission Expires: 2/19/23

SECTION 00 48 00
ANTI-COLLUSION STATEMENT

By signing this form, the bidder agrees that this is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN EACH OF THE GOVERNMENTAL PARTIES.

NAME OF FIRM: SI Site Services, Inc.

SIGNED BY: [Signature]
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

TITLE: CEO

ADDRESS: 136 N. Orchard St. Suite 4

CITY AND STATE: Ormond Beach, FL

TELEPHONE: (386) 944-8051

COMPLETION TIME: 180 DAYS

NO proposals will be withdrawn for a period of ninety (90) days subsequent to the opening of the proposals, without the consent of the City of Holly Hill.

NO BID (REASON) _____

END OF SECTION

00 48 00-1

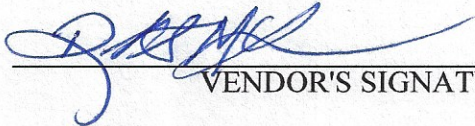
**SECTION 00 48 50
DRUG FREE/TIE PREFERENCE STATEMENT**

In the event of a tie bid a preference is given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special conditions are as follow:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with 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 violations.
3. Give each employee engaged 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 or, 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) days after such conviction.
5. Impose a sanction on, or require the satisfaction 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.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



VENDOR'S SIGNATURE

END OF SECTION

SECTION 00 48 60

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Project Number: ITB # WW-20-03

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

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

Valerie Manning, City Clerk

386-248-9441

vmanning@hollyhillfl.org

1065 Ridgewood Ave

Holly Hill, FL 32117

A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.
3. 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 public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: 51 Site Services, Inc.

Authorized representative (printed): ROBERT S MCLEAN

Authorized representative (signature): [Signature]

Date: 8/4/20

END OF SECTION

00 48 60 - 1

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.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

51 Site Services, Inc.

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

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

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

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

136 N. Orchard Street Suite 4

6 City, state, and ZIP code

Ormond Beach, FL 32174

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - ____

or

Employer identification number

4 7 - 1 1 5 2 0 8 0

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign
Here

Signature of
U.S. person

Date ► 05.07.20

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.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**SECTION 00 49 00
TRENCH SAFETY AFFIDAVIT**

Trench excavations on this Project are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of the Project.

Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-096, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

<u>Trench Safety Item (Description)</u>	<u>Cost</u>
<u>LADDER</u>	<u>\$150</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

ONE HUNDRED FIFTY DOLLARS

(Cost in Words)

TOTAL \$ \$150

FAILURE TO COMPLETE THE ABOVE SHALL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

COMPANY NAME: SI Site Services, Inc.

DATE: 8/4/2020 BY: [Signature]

(Additional sheets shall be attached, as needed and, items shall be organized to correspond with the bid format)

SECTION 00 62 00
CERTIFICATE AS TO CORPORATE PRINCIPAL

I, TIM RISHA [Signature], certify that I am the PRESIDENT
of the corporation named as Principal in the within Bid Bond; that ROB MCLEAN
who signed the said Bid Bond on behalf of the Principal was then CEO
of said corporation; that I know his signature, and his signature thereto is genuine; and that said
Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its
governing body.

AFFIX CORPORATE SEAL

END OF SECTION

00 62 00 - 1

**CITY OF HOLLY HILL, FLORIDA
INSURANCE REQUIREMENTS CHECKLIST
CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA**

Items marked "X" must be provided

<u>X</u>	<u>General Liability</u>	Minimum Limits Required	
<u>X</u>	Commercial General Liability	\$ <u>2,000,000</u>	General Aggregate
<u>X</u>	Occurrence Form	\$ <u>1,000,000</u>	Product/Completed Operations Agg.
—	_____	\$ <u>1,000,000</u>	Personal & Advertising Injury
—	_____	\$ <u>1,000,000</u>	Each Occurrence
—	_____	\$ <u>100,000</u>	Fire Damage Pump Stations
<u>X</u>	<u>Automobile Liability</u>		
	Owned, Hired & Non-Owned	\$ <u>1,000,000</u>	Combined Single Limit per Occurrence
<u>X</u>	<u>Worker's Compensation and Employer's Liability</u>		
		Statutory	
		\$ <u>100,000</u>	Each Accident
		\$ <u>500,000</u>	Disease - Policy Limit
		\$ <u>100,000</u>	Disease - Each Employee
—	<u>Professional Liability - Errors & Omissions</u> (*To be completed by Bidder)		
	* Deductible: \$ _____	\$ _____	Aggregate
	* Claims Made (Y/N): _____	\$ _____	Each Claim
	*Occurrence (Y/N): _____		
	*Defense included in Limits (Y/N): _____		
<u>X</u>	<u>Builder's Risk/Installation Floater</u> (*To be completed by Bidder)		
	* Flood included \$ _____ Limit	\$ _____	100% of Completed or Installed Value, All-Risk Form
	* Transportation included \$ _____ Limit		
	* Storage included \$ _____ Limit		
	City must be a named insured. Copy of policy will be required.		
—	<u>Other</u>		
	_____	\$	
	_____	\$	
<u>X</u>	The Certificate of Insurance must show "The City of HOLLY HILL, elected officials and employees" and the adjacent property owners as an additional insured.		
<u>X</u>	Certificates must give to the City of HOLLY HILL 30 days' prior written notice of cancellation, non-renewal, or adverse change.		
<u>X</u>	Certificates must identify bid number and bid title.		
<u>X</u>	A Wavier of Subrogation shall be provided to the City		

Statement of Bidder:

We understand the requirements requested and agree to comply fully. *RSM*

Bidder - Authorized Signature

A complete copy of this form with original signature must accompany bid.

[Signature]
ROB MCLEAN
CEO

CITY OF HOLLY HILL
LIFT STATION #10 REHABILITATION
BID# WW-20-03
BID TABULATION
AUGUST 4, 2020

ITEM NO.	DESCRIPTION	QTY	UNIT	S1 SITE SERVICES, INC. Ormond Beach, FL		CAIN ENTERPRISES LLC, dba ENGINEERING SOLUTIONS INTERNATIONAL Ocala, FL		DANUS UTILITIES, INC. Sanford, FL		MCMAHAN CONSTRUCTION CO., INC. DeLand, FL		HINTERLAND GROUP, INC. Riviera Beach, FL		J&H WATERSTOP UTILITIES, INC. Orange City, FL		U.S. WATER SERVICES CORPORATION New Port Richey, FL		BLACK SANDS DEVELOPMENT GROUP, PLLC Daytona Beach, FL		THADCON, LLC Daytona Beach, FL		INTERCOUNTY ENGINEERING, INC. Pompano Beach, FL	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	Preconstruction Video	1	L.S.	\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00			\$1,500.00	\$1,500.00	\$885.00	\$885.00	\$1,000.00	\$1,000.00	\$775.00	\$775.00	\$1,000.00	\$1,000.00
2	Demolition	1	L.S.	\$15,260.00	\$15,260.00	\$30,770.00	\$4,750.00	\$4,750.00	\$4,750.00	\$25,000.00	\$25,000.00			\$30,000.00	\$30,000.00	\$9,507.00	\$9,507.00	\$27,700.00	\$27,700.00	\$21,030.70	\$21,030.70	\$20,000.00	\$20,000.00
3	Bypass Pumping	1	L.S.	\$21,840.00	\$21,840.00	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00	\$30,000.00	\$30,000.00			\$15,000.00	\$15,000.00	\$11,811.00	\$11,811.00	\$49,800.00	\$49,800.00	\$90,550.93	\$90,550.93	\$17,000.00	\$17,000.00
4	Complete Lift Station	1	L.S.	\$101,820.00	\$101,820.00	\$149,700.00	\$149,700.00	\$156,289.00	\$156,289.00	\$134,500.00	\$134,500.00			\$130,000.00	\$130,000.00	\$131,388.00	\$131,388.00	\$103,302.60	\$103,302.60	\$75,591.67	\$75,591.67	\$145,000.00	\$145,000.00
5	Electrical	1	L.S.	\$27,600.00	\$27,600.00	\$18,800.00	\$18,800.00	\$44,790.00	\$44,790.00	\$30,000.00	\$30,000.00			\$25,000.00	\$25,000.00	\$51,888.00	\$51,888.00	\$42,900.00	\$42,900.00	\$57,455.96	\$57,455.96	\$37,500.00	\$37,500.00
6	Tie-Ins	1	L.S.	\$4,740.00	\$4,740.00	\$4,200.00	\$4,200.00	\$5,214.00	\$5,214.00	\$5,000.00	\$5,000.00			\$7,500.00	\$7,500.00	\$19,383.00	\$19,383.00	\$7,800.00	\$7,800.00	\$14,281.24	\$14,281.24	\$26,000.00	\$26,000.00
7	DIP Fittings Add or Delete	1000	LBS	\$4.50	\$4,500.00	\$7.05	\$7,050.00	\$11.00	\$11,000.00	\$0.50	\$500.00			\$5,000.00	\$5,000.00	\$9,408.00	\$9,408.00	\$10,000.00	\$10,000.00	\$8,099.93	\$8,099.93	\$12,000.00	\$12,000.00
8	Existing Force Main Removal	1	L.S.	\$2,880.00	\$2,880.00	\$4,200.00	\$4,200.00	\$4,576.00	\$4,576.00	\$5,000.00	\$5,000.00			\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
9	Permits and Allowances	1	L.S.	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00			\$10,000.00	\$10,000.00	\$5,911.00	\$5,911.00	\$15,000.00	\$15,000.00	\$13,938.75	\$13,938.75	\$7,700.00	\$7,700.00
10	As-Built Plans	1	L.S.	\$5,360.00	\$5,360.00	\$5,750.00	\$5,750.00	\$4,400.00	\$4,400.00	\$2,000.00	\$2,000.00			\$4,500.00	\$4,500.00	\$5,911.00	\$5,911.00	\$15,000.00	\$15,000.00	\$13,938.75	\$13,938.75	\$7,700.00	\$7,700.00
11	MOT	1	L.S.	\$6,720.00	\$6,720.00	\$5,000.00	\$5,000.00	\$1,200.00	\$1,200.00	\$5,000.00	\$5,000.00			\$2,500.00	\$2,500.00	\$1,192.00	\$1,192.00	\$5,500.00	\$5,500.00	\$14,539.00	\$14,539.00	\$7,500.00	\$7,500.00
12	Restoration	1	L.S.	\$5,538.00	\$5,538.00	\$1,000.00	\$1,000.00	\$4,650.00	\$4,650.00	\$2,000.00	\$2,000.00			\$15,000.00	\$15,000.00	\$12,115.00	\$12,115.00	\$12,000.00	\$12,000.00	\$7,864.99	\$7,864.99	\$20,700.00	\$20,700.00
	BID TOTAL				\$203,458.00		\$238,470.00		\$252,869.00		\$254,000.00				\$269,000.00		\$271,486.00		\$288,502.60		\$301,228.17		\$327,050.00

Notes:

- Black Sands Development Group, PLLC had a total bid of \$275,502.60 which is -\$15,000.00 off of actual total of \$288,502.60.
- Intercounty Engineering, Inc. did not write their total bid amount on the bid form.



August 20, 2020

Antoine Khoury, PE
City Engineer/Public Works Director
City of Holly Hill
453 LPGA Blvd
Holly Hill, FL 32117

Email: akhoury@hollyhillfl.gov
Hard Copy Mailed Only on Request

**RE: CITY OF HOLLY HILL
LIFT STATION #10 REHABILITATION
BID NO. WW-20-03**

Dear Antoine,

The City received ten bids for the above referenced project on August 4, 2020. 51 Site Services, of Ormond Beach, Florida was the low bidder with a bid totaling \$203,458.00 (bid tabulation attached).

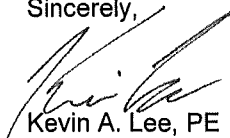
We have not worked with 51 Site Services in the past and therefore we performed reference checks. 51 Site Services is a recently formed utility contractor (2017) with limited experience with municipal work similar to the nature of the subject project. We called two references for site development projects which included underground utilities, lift stations, and restoration or final grading and paving. Ray Hubbard with Gold Choice ALF in Palm Coast which included site work, a lift station, and 400 LF of force main; Ray gave a good review and they continue to use this Contractor on other projects. Jason Figart with MEC Construction regarding Wawa site developments; Jason gave a good review and they continue to use this Contractor on other projects.

We also contacted Tim Fishel with 51 Site Services to confirm that they are comfortable with their bid amount. He indicated that they have reviewed the bid amount and are confident that they can complete the project scope for the bid amount.

Based on our evaluation of the bid and the references provided, we recommend award to 51 Site Services in the amount of \$203,458.00.

Please do not hesitate to contact the office if you have any questions.

Sincerely,



Kevin A. Lee, PE
Project Manager

KAL:bf

Attachment: Bid Tabulation

PROJECT MANUAL

LIFT STATION #10 REHABILITATION

BID #WW-20-03



Mead & Hunt, Inc.
Project # 1000710-191454.01

Prepared for:
City of Holly Hill
June 2020

Mead&Hunt

4401 Eastport Parkway
Port Orange, FL 32127

Phone: 386-761-6810
www.meadhunt.com

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CITY OF HOLLY HILL
LIFT STATION #10 REHABILITATION
BID NO. 20WWXX**

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INVITATION TO BID
CITY OF HOLLY HILL, FLORIDA
LIFT STATION #10 REHABILITATION
BID# WW-20-03

Notice is hereby given that the City of Holly Hill, Florida is accepting bids for:

LIFT STATION #10 REHABILITATION

Sealed bids will be accepted by the City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, **until 10:00 a.m., August 4, 2020** at which time and place all proposals received shall be publicly opened and read aloud in the City Hall.

There will be a non-mandatory pre-bid meeting for this project **at 10:00 a.m. on July 14, 2020**. The meeting will be held in the Commission Chambers, located in City Hall, 1065 Ridgewood Avenue, Holly Hill, FL 32117.

Description of Work:

Rehabilitation of Lift Station #10 includes the conversion of the can lift station into a submersible station. Work includes bypass pumping, demolition of (2) existing pumps, piping, and valves to abandon pump can. Installation of two (2) new submersible pumps, top slab, piping, valves, valve vault, electrical panel and control panel.

Copies of the bid documents may be obtained electronically from VendorLink at www.myvendorlink.com. Any addenda to these bid documents will be posted on the VendorLink website. It is the bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for this project. All questions should be directed **in writing** to bidsDAB@meadhunt.com. Questions to be submitted no later than 5:00 p.m. on **July 24, 2020**.

A certified check or bank draft, payable to the City of Holly Hill, Florida, or a satisfactory bid bond executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the bid, shall be submitted with each bid. NO bid shall be withdrawn for a period of ninety (90) days subsequent to the bid opening without the consent of the City of Holly Hill, Florida.

Upon award, the successful bidder will be required to furnish and pay for a satisfactory Contract one hundred percent (100%) Performance Payment Bond which must be recorded by the Clerk of the Court, Volusia County, and enter into a Contract for Services with the City of Holly Hill.

All bidders are required to complete and submit the "Public Entity Crime Sworn Statement", Form #PUR 7068, as designated by Florida Statutes, Section 287.133(3)(a), with their bids.

The City of Holly Hill is not responsible for the U.S. mail or private carriers or messengers in regard to mail being delivered by the specified time so that a bid can be considered.

No bids received after the time and date specified for the opening will be considered. The City of Holly Hill, Florida reserves the right to reject any and all bids, to waive any and all non-substantial irregularity in bids reviewed, whenever such rejection or waiver is in the best interest of the City.

One (1) original, (4) copies and (1) electronic copy on USB flash drive of the bid shall be addressed to City Clerk, City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, in a sealed envelope plainly marked on the outside:

LIFT STATION #10 REHABILITATION

**CITY OF HOLLY HILL
VOLUSIA COUNTY, FLORIDA
s/ Joseph A. Forte
City Manager**

SECTION 00 10 00
INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.01 PROJECT DESCRIPTION

- A. The work of this project consists of furnishing all labor, materials, equipment, tools, transportation, services, and incidentals and performing all work necessary to construct

LIFT STATION #10 REHABILITATION

BID NO. WW-20-03

All above referenced work shall be complete, in place, and ready for service in accordance with the drawings and specifications prepared therefore by Mead & Hunt and entitled,

LIFT STATION #10 REHABILITATION

- B. The location of the project is the City of Holly Hill, Florida.

1.02 DEFINED TERMS

Terms used in the Instructions to Bidders are defined and have the meanings assigned to them in the General Conditions.

1.03 COPIES OF BIDDING DOCUMENTS

- A. Only complete sets of Bidding Documents will be issued and shall be used in preparing bids. Neither the OWNER nor the ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets.
- B. Complete sets of Bidding Documents may be obtained in the manner and at the location stated in the Invitation to Bid.

1.04 RECEIPT OF BIDS

The Place to which proposal must be delivered, the amount of Proposal Security required and the date, time and place of opening of proposals, are stated in the Invitation to Bid. The Proposal form amplifies the Advertisement in indicating the location and description of the project to be constructed and shows the approximate quantities of work to be performed and materials to be furnished, if a unit price contract, any special requirements which may vary from or are not contained in the specifications. The bid documents as listed in Paragraph 1.08, Preparation of Proposal, shall be submitted as described in Section 00 30 00-3 under Supplemental Requirements.

1.05 BIDDER'S QUALIFICATIONS

The Bidder will be required to show that he/she is capable of performing the work contemplated and shall furnish, if requested, in duplicate the following:

- a. A sworn statement showing the equipment definitely controlled by the Bidder and available to him for performing the work;
- b. A sworn statement of his/her experience in performing work of the character for which his bid is submitted; and,
- c. A sworn statement showing his current assets and liabilities as of a date not more than ninety (90) days prior to the date of submission.

If the Owner approves the above required statements and the Proposal is accompanied by the specified security, the person, firm or corporation submitting such Proposal shall be considered as a qualified Bidder.

1.06 BIDDER'S RESPONSIBILITY

The Bidder is required to carefully examine the site of the project, the Proposal Form, Drawings, Specifications, Agreement Form, and all other forms pertinent to the work contemplated. It will be assumed that he has satisfied himself as to the conditions to be encountered, the character, quality, and quantities of work to be performed and materials to be furnished, and the requirements of the Contract and specifications. No allowance or concession will be made for lack of such information on the part of the Contractor.

Whenever such information concerning subsurface materials or conditions is given on the drawings, it is understood, in the absence of any qualifying notation, that it was obtained in the usual manner and the location, depths, and character of the material have been recorded in good faith. There is no expressed or implied agreement that the depths or the character of the material have been correctly indicated and Bidders should take into account the possibility that conditions affecting the cost or quantities of work to be done may differ from those indicated.

1.07 APPROXIMATE ESTIMATE OF QUANTITIES

The Bidder's attention is directed to the fact that in contracts based on unit prices the estimate of quantities of work to be done and materials to be furnished under these specifications, as shown on the Proposal Form, and in the Contract, is approximate and is given only as a basis of calculation upon which to determine the lowest Bidder. The Owner does not assume any responsibility that the quantities shall obtain strictly in the construction of the Project, nor shall the Contractor plead misunderstanding or deception because of such estimate of quantities, or of the character of the work or location, or other conditions pertaining thereto. The Owner reserves the right to increase or diminish any or all of the above mentioned quantities of work or to omit any of them, as it may deem necessary, and such increase or decrease of the quantities given for any of the items shall

not be considered as sufficient grounds for granting an increase in the unit prices bid, except as set forth in the General Conditions.

1.08 PREPARATION OF PROPOSAL

In preparing Proposals in the manner prescribed under Paragraph 1.14, the Proposal Form, the Bid Form (when a Bid Bond is permitted as proposal security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti-Collusion Statement, and Drug Free/Tie Preference Statement, must be properly executed in ink .

Upon the prescribed Schedule of Unit Prices, all bid prices shall be written in ink, in both words and numerals, in the blank spaces for each item, with the amounts extended if a unit price bid and all amounts totaled. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid. The sum of the Total Bid as calculated from the individual items in Section 00 31 00, Schedule of Unit Prices, shall equal the Total Price as listed in Section 00 30 00, Proposal.

Except as provided below, bids containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the Proposal.

In unit price bids, the extensions, if any, and the total are for informational purposes only, and the determination of the lowest bid will be based solely on the total results of computations of the estimated quantities and the prices bid. The Bidder shall submit a completed Schedule of Unit Prices, Section 00 31 00 with each bid. The bid may be considered non-responsive without this form.

The Bidder shall sign his/her name and give his/her business address in the spaces provided therefore. If the Proposal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

1.09 PROPOSAL SECURITY

Each Proposal shall be accompanied by a security in the form of a certified check or, when specifically permitted, a Bid Bond, payable to the Owner, in the amount indicated in the Invitation to Bid and, in either case, with properly executed Agreement of Surety. Such proposal security of the successful Bidder shall be forfeited to the Owner as liquidated damages if the successful Bidder fails to execute and deliver the Contract in conformity with the Form of Agreement, and furnish bonds and insurance certificates as specified within ten (10) days after notification by the Owner of the acceptance of his bid, *excluding Bond review by the City Attorney*. Within three (3) days after formal opening of bids, if requested by the Contractor, the securities therefore will be returned excepting those which the Owner elects to hold until the award is made and the successful Bidder qualified and executes the Contract. Thereafter, Proposal Securities, other than that of the qualified low Bidder, will be returned at once. The security of the successful Bidder will be returned to him when the Contract is executed by both parties hereto and the Performance and Payment Bonds

have been recorded. If all Proposals are rejected, the securities therefore will be returned immediately after the determination of such rejection.

1.10 WITHDRAWAL OF PROPOSALS

All Bidders specifically waive any right to withdraw a Proposal after it has been submitted to the Owner, except as hereinafter provided. A Bidder may withdraw a Proposal provided the Bidder makes a request to do so by telephone, telegraph, or in writing to the Owner, and provided that such requests reach the office of the Owner not later than the day previous to the date set for opening thereof. Requests by telephone or telegraph must be confirmed in writing, by the Bidder in person, or by an accredited representative of the Bidder before the time set for the opening of the Proposals. No bids may be withdrawn for a period of NINETY (90) DAYS after the date and time designated for the opening thereof.

1.11 RIGHT TO REJECT PROPOSALS

The unqualified right is reserved by the Owner to waive any informalities in, or reject any or all Proposals as may be deemed to the best interest of the Owner. Proposals which contain any omissions, erasures, alterations, additions not called for, conditional bids, or irregularities of any kind, or Proposals otherwise regular which are not accompanied by Proposal Security, may be rejected as informal. Proposals in which the bid prices are obviously unbalanced may be rejected.

1.12 CHANGES PRIOR TO THE OPENING OF BIDS

During the period allowed for preparation of bids, the Bidders may be furnished addenda or bulletins for additions to or alterations of the Drawings or Specifications, which shall be included in the work covered by the Proposal and become a part of the Contract Documents, Bidders may submit to the Engineer a written request for an interpretation thereof. The Bidder submitting the request will be responsible for its prompt delivery. Any interpretation of the Contract Documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each prospective Bidder of Record. The Owner will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

1.13 LOBBYING

All firms are hereby placed on **NOTICE** that the City does not wish to be lobbied, either individually or collectively about a matter for which a firm has submitted a Qualification. Firms and their agents are not to contact members of the City Commission for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Proposal announcement to final Commission approval**, no firm or their agent shall contact any other employee of the City in reference to this Bid, with the exception of the Finance Director or the Engineer of record. Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

1.14 SCOPE OF WORK

Unless otherwise provided in the Construction Specifications or the Proposal, it is the intent of the Contract Documents to prescribe a complete project which the Bidder proposes to construct, by furnishing all labor, materials, equipment, tools, necessary utilities and other facilities, and performing all work necessary to incidental to such construction, in full compliance with the Drawings, Specifications, Proposal, and Contract, and any special requirements contained therein or supplements attached thereto.

Should any construction or condition be anticipated which is not covered by these Specifications, the special requirements thereof will be stated in the Proposal, and any such special requirements shall be considered a part of these specifications as though they were fully contained herein. If any special requirements stated in the Proposal conflicts with any of the provisions of these Specifications, the former shall govern.

1.15 SUBMITTING PROPOSAL

One (1) original, (4) copies and (1) electronic copy on USB flash drive of the Proposal, accompanied by the Proposal Security, and all addenda, if any, and all other required supporting documentation shall be submitted in an opaque, sealed envelope, addressed to the Owner. The name of the Bidder shall appear in the upper left-hand corner of the envelope and the following notation shall appear in the lower left-hand corner.

LIFT STATION #10 REHABILITATION

1.16 AWARD AND EXECUTION OF CONTRACT

When a Proposal received has been determined to be satisfactory, a Contract will be awarded to the lowest responsible Bidder within the time designated in the Contract Documents.

The Bidder to whom the award is made shall execute the Contract and return it, together with the properly executed bonds and insurance certificates, to the office of the Owner, within the time specified in Paragraph 1.09 of Section 00 10 00.

If the Contractor executes his Contract as herein provided and the Contract is not executed by the Owner within thirty (30) days after the receipt thereof from the Contractor, the Owner upon written request of the Contractor will return the Proposal Security. In such event, the award of the Contract shall be considered as annulled.

The Contract, Surety Bonds, and insurance certificates shall be executed in quintuplicate, or in as many copies as the Owner may require.

1.17 CANCELLATION OF AWARD

The Owner reserves the right to cancel the award of any contract at any time prior to its execution by the Owner.

1.18 SURETY BONDS

With the execution and delivery of the Contract, the successful bidder receiving the Contract award will be required to furnish within the time specified in Paragraph 1.09 of Section 00 10 00, a Payment and Performance Bond, covering faithful and satisfactory performance of the work contracted, in an amount not less than one hundred percent (100%) of the total contract price, and a Public Construction Bond in an amount not less than one hundred percent (100%) of the Contract amount, covering payment in full for all services rendered, materials furnished and labor supplied or performed. The same Surety must execute both bonds each of which shall be in the form provided in the Contract Documents.

Should any Surety upon any Bond furnished in connection with this Contract become unacceptable or be deemed unsatisfactory to the Owner at any time, the Contractor shall upon written notice from the Owner, promptly furnish acceptable or substitute security as may be required to protect the interests of the Owners or of persons supplying services, labor and materials in the prosecution of the work under Contract. No further payment shall be deemed due or shall be made under this Contract, until the new Surety or Sureties will qualify and be accepted by the Owner.

1.19 INDEMNITY AND INSURANCE

The Contractor shall not commence work under this Contract until he has obtained all insurance required under by these Specifications and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved by the Contractor.

- A. Certificates. The Contractor shall submit certificates or other documentary evidences to the Owner for approval, covering Workmen's Compensation Insurance; and Public Liability and Property Damage Insurance as well as any other insurance required by the Contract Documents.

Each certificate or other documentary evidence presented shall contain therein or have contained in a rider attached thereto and made a part thereof, a clause to the effect that the insurer will notify the insured and the Owner in writing thirty (30) days prior to the cancellation of the policy. The certificate for each policy shall be executed in quintuplicate, or in as many copies as the Owner may require.

- B. Accidents and Claims. The Contractor shall be held responsible for all accidents and shall indemnify to the extent permitted by law and protect the Owner from all suits, claims and actions brought against it, and all cost or liability, including attorneys fees, to which the Owner may be put for any injury or alleged injury to the person or property of another resulting from negligence or carelessness in the performance of the work, or from any improper or inferior workmanship, or from inferior materials used in the work.
- C. Mutual Responsibility of Contractors. Should a Contractor in the performance of his/her Contract cause damage to any person, any property, or work of another Owner or other party to the damage, arrange for an amicable settlement thereon. It is agreed by all parties

herein that such disputes shall not delay completion of the work, nor be cause for claim against the Owner. Work shall be continued by the party claiming damages at his expense, subject to such damages as may be obtained by due course of law.

- D. Contractor's Liability. The status of the Contractor in the work to be performed by him/her under this Contract is that of an independent Contractor and that, as such, he shall properly safeguard against any and all injury or damage to the public, to public and private property, materials and things; and that, as such, he/she alone shall be responsible for any and all damage, loss or injury to persons or property that may arise, or be incurred, in or during the conduct or progress of said work without regard to whether or not the Contractor, his/her subcontractors, agents, or employees have been negligent; and that the Contractor shall keep the Owner free, and discharge of, and from any and all responsibility for risks or casualties of every description, for any or all damage, loss or injury to persons or property arising out of the nature of the work, from the action of the elements, or from any unforeseen or unusual difficulty, the Contractor shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any federal, state, county, or local laws, regulations or ordinances; that Contractor shall indemnify and save harmless the Owner and all its officers, agents and employees from all suits or actions at law caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract and shall, if required by the Owner, produce evidence of settlement of any such action before final payment shall be made by the Owner.

1.20 CANCELLATION OF CONTRACT

As soon as practicable after the satisfactory execution of the Contract by both parties, written notice to proceed with the work will be given to the Contractor. If such notice is not given within thirty (30) days after contract execution, and the delay is not caused by the Contractor or accepted by him/her in writing, the Contract may be declared null and void by either party.

If the Contractor incurs any expense in furtherance of the Contract prior to receipt of the Notice to Proceed, he/she does so on his own responsibility.

1.21 COMPLETION TIME AND LIQUIDATED DAMAGES

The Bidder shall understand that the time limit indicated for completion of this Contract, and the amount of liquidated damages to be charged against the Contractor shall be declared in default in accordance with the provisions of the Specifications, shall be as stated in Article II of the Form of Agreement which is a part of these Contract Documents.

1.22 PAYMENT OF TAXES

The Contractor will be responsible for payment of all Excise, Sales and Use Taxes, and all other taxes required by law on all materials, tools, apparatus, equipment, fixtures, and incidentals which he purchases or uses for the purpose of fulfilling the work of this Contract, and he/she shall include all amounts required for such taxes with the item prices bid in his Proposal. No additional payment

will be made to cover such taxes. Each Bidder shall thoroughly familiarize himself before submitting a Proposal, with all laws requiring the payment of taxes.

1.23 PUBLIC ENTITY CRIMES INFORMATION STATEMENT

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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.24 PROHIBITION OF GIFTS TO CITY EMPLOYEES

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, ITB, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause

1.25 PROTEST PROCEDURES

Any appeal or protest to the Request for Bid shall be governed by the City of Holly Hill's Purchasing Policies and Procedures shown in Resolution 2018-30. A copy of his resolution is available by request to the City Clerk.

1.26 IMMIGRATION REFORM AND CONTROL ACT

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

1.27 NO LOCAL VENDOR PREFERENCE

Local vendor preference is prohibited for projects that are funded from Federal sources. Therefore no local vendor preference will be given on this project bid.

END OF SECTION

**SECTION 00 30 00
PROPOSAL
FOR
CITY OF HOLLY HILL
LIFT STATION #10 REHABILITATION
BID NO. WW-20-03
(To be completed in Duplicate)**

Bidder's Name: _____

Submitted: _____, 20

City of Holly Hill
City Clerk
1065 Ridgewood Avenue
Holly Hill, FL 32117

Gentlemen:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient test holes and/or other subsurface investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the Drawings and Specifications for the work and from his/her own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and he/she has examined the other Contract Documents and all addenda relating thereto, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Holly Hill, (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work specified in the Proposal and other Contract Documents.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Contract Form.

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs

to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

The Bidder further agrees to execute a Contract and furnish satisfactory Performance and Payment Bonds, each in the amount of one-hundred percent of the Contract price, and the required Certificates of Insurance, within ten consecutive calendar days after written notice being given by the Owner of the award of the Contract, and the undersigned agrees that in case of failure on his/her part to execute the said Contract, Performance and Payment Bonds and Insurance Certificates within ten (10) consecutive calendar days after the award of the Contract, the bid guarantee accompanying his/her bid and the money payable thereon shall be paid to the Owner as liquidation of damages sustained by the Owner; otherwise, the bid guarantee shall be returned to the undersigned within fifteen days after the Contract is signed and the Performance and Payment Bonds and Insurance Certificates are filed.

The undersigned agrees to accept as full compensation for completion of the project in full compliance with the Contract Documents, the unit prices for the items named in Section 00 31 00, Schedule of Unit Prices, submitted herein with this Proposal.

The undersigned offers to furnish all materials, equipment and labor for construction of "**LIFT STATION #10 REHABILITATION**", for the City of Holly Hill, Florida, complete in every respect in strict accordance with the drawings, specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed in the "Schedule of Unit Prices: Section 00 31 00" attached and made a part of this Bid. **The bid total is:**

Dollars

(In Words)

\$ _____ (In Figures)

COMPLETION TIME OF CONTRACT

The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that the total work shall be substantially completed within **150 days** and final completion within **30 days** of substantial completion.

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays that any work shall remain uncompleted after the stations completion times stipulated above the sum of **\$1,000 (One Thousand Dollars)** per day shall be deducted from monies due the contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his/her Surety. Should the total amount chargeable as liquidated damages exceed

the amount due or payable to the Contractor or his/her Surety, then such excess shall be paid to the Owner by the Contractor or his/her Surety.

SUPPLEMENTAL REQUIREMENTS

The following documents are attached to and made a condition of this bid:

Schedule of Unit Prices: Section 00 31 00
 Statement of Bidder's Qualifications: 00 32 00
 Listing of Subcontractors: Section 00 33 00
 Listing of Previous Experience: Section 00 33 10
 Bid Bond: Section 00 41 00
 Public Entity Crimes Statement: Section 00 47 00
 Anti-Collusion Statement: Section 00 48 00
 Drug Free/Tie Preference Statement: Section 00 48 50
 Compliance with the Public Records Law: Section 00 48 60
 W9 Request for Taxpayer Identification Number and Certification: Section 00 48 70
 Trench Safety Affidavit: Section 00 49 00
 Certificate as to Corporate Principal: Section 00 62 00
 City of Holly Hill Insurance Requirements: Section 00 80 00A

REQUIRED DISCLOSURE

At its sole discretion, the City of Holly Hill, Florida may reject any bidder the City finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the City to lack honesty, integrity, or moral responsibility. The discretion of the City may be exercised based on the City's own investigation, public records, or any other reliable sources of information. By submitting a bid, bidder recognizes and accepts that the City may reject the bid based upon the exercise of its sole discretion and bidder waives any claim it might have for damages or other relief resulting from the rejection of its bid based on these grounds.

SCHEDULE OF MAJOR MANUFACTURERS AND SUPPLIERS

The equipment manufacturers/suppliers on this project shall be as delineated in the following schedule. Bidders should note that the Owner and Engineer have made rigorous investigations of equipment performance and features, and as a result, Bidders are to note that the contract price for this project shall be based on Base Bid equipment. The Base Bid equipment for this project falls under one of two categories. The first category is equipment that the Owner and Engineer have determined will be supplied by a sole source of supply, for which no substitutions or alternates will be entertained or allowed. Bidder is advised that offering of any alternatives to the sole source supplied equipment will be grounds for rejection of his bid as not responsive. The second category of equipment includes those items where the Owner and Engineer deem there to be more than one acceptable supplier of the particular item listed. The equipment which falls under these two categories is shown on the subsequent pages of this Schedule of Major Manufacturers and

Suppliers. Bidder is advised that the award of this Contract will be based solely on the use of Base Bid equipment.

The following comments relate only to the second category of equipment, where the Contract Documents are based upon the equipment or products available from the suppliers denoted as A, B, C, etc. below. These equipment manufacturers, along with the sole source suppliers constitute the Base Bid.

Provision is made in the Contract Documents for alternate manufacturers and suppliers whose equipment or product may be deemed equivalent in quality (see General Conditions). However, the Bidder must indicate in his Bid which Base Bid supplier he intends to use for each item of equipment listed by circling one of the listed manufacturers/suppliers. If the Bidder fails to indicate which listed manufacturer/supplier he intends to use if an alternate is rejected, he must use the supplier listed as "A". Also, if the Bidder circles more than one listed supplier, he must use the first supplier circled (unless an alternate is approved).

If the Bidder desires to propose one or more alternate manufacturers/suppliers, he may write in the name of such alternates in the spaces provided on the Alternate Manufactures/Suppliers page following the schedule. He must, nevertheless, also circle one of the listed manufacturers/suppliers because Bidders' Bid price must be based upon this Base Bid list. Wherever an alternate supplier is proposed, the Bidder must insert the amount to be deducted from the Contract Price (either lump sum or unit price) if the alternate supplier is eventually approved. If the proposed alternate supplier is determined "not equivalent" by the Engineer, the Bidder must use the circled supplier.

For any alternate supplier accepted by the Owner, the Contract Price will be reduced by the deductive amount stated in the Bid. However, the Contract Price will not be adjusted for any alternate supplier rejected.

Each proposed alternate will be evaluated in accordance with the General Conditions.

The deductive amount specified for alternate manufacturers/suppliers will not be used in determining the successful Bidder. Alternates will be considered only after award of the contract.

The Contractor shall reimburse the Owner for any costs directly attributable to the change in suppliers, such as additional field trips for the Engineer, additional redesign costs, additional review and inspection costs, etc.

The Owner may request and the Bidder shall supply complete information on proposed alternates prior to the Notice of Award.

SCHEDULE OF MAJOR MANUFACTURERS
AND SUPPLIERS

Category I - Sole Source Equipment Items:

Item No.	Spec. No.	Equipment/Material	Manufacturer or Supplier
1	333220	Collection System Submersible Pumps	A) ABS

Category II - Major Equipment Items:

NONE

ALTERNATE MANUFACTURERS/SUPPLIERS

EQUIPMENT ITEM MATERIAL	SPEC. SECTION	ALTERNATIVE MANUFACTURER / SUPPLIER (LIST ONE ONLY)	DEDUCTIBLE AMOUNT (indicate whether lump sum or unit price) ALTERNATE
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____
9. _____	_____	_____	_____
10. _____	_____	_____	_____

Name (signature)

Date

Name (typed and printed)

Title

ACKNOWLEDGMENT OF ADDENDA

Addenda will be issued via email and it is the Bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for the project. Acknowledgment is hereby made of the following Addenda received since issuance of Drawings and Specifications:

Addendum No. _____	Dated: _____	Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____	Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____	Addendum No. _____	Dated: _____

Attached hereto is a cashier's check on the _____ Bank of
 _____ or Bid Bond for the sum of
 _____ Dollars (_____),
 made payable to _____ (Owner).

 (Name of Bidder) (Affix Seal)

 (Signature of Officer)

 (Title of Officer)

 Name of Bidder

 Address

 City/State/Zip

 Telephone

 Contractor's Florida License Number

The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:

END OF SECTION

**SECTION 00 31 00
SCHEDULE OF UNIT PRICES**

**CITY OF HOLLY HILL
LIFT STATION #10 REHABILITATION
BID# WW-20-03**

<i>ITEM NO.</i>	<i>DESCRIPTION</i>	<i>QTY</i>	<i>UNIT</i>	<i>UNIT COST</i>	<i>TOTAL</i>
1	Preconstruction Video	1	LS		
2	Demolition	1	LS		
3	Bypass Pumping	1	LS		
4	Complete Lift Station	1	LS		
5	Electrical	1	LS		
6	Tie-Ins				
	a) Tie-In to Existing Force Main	1	LS		
7	DIP Fittings Add or Delete	1000	LBS		
8	Existing Force Main Removal	1	LS		
9	Permits and Allowances	1	LS	\$10,000.00	
10	As-Built Plans	1	LS		
11	MOT	1	LS		
12	Restoration	1	LS		
	BID TOTAL				

Submitted by: _____

Contractor: _____

Address: _____

Telephone: _____ Fax: _____

State of Florida Certified General Contractor or Underground Contractor (Required Information)

Licensee: _____ License No: _____

SECTION 00 32 00

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

- A. Name of bidder.
- B. Permanent main office address.
- C. When organized.
- D. If a corporation, where incorporated.
- E. How many years have you been engaged in the contracting business under your present firm or trade name?
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- G. General character of work performed by your company.
- H.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why?
- H.⁽²⁾ Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.
- I. Have you ever defaulted on a contract? If so, where and why?
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- K. List your major equipment _____.
- L. Experience in construction work similar in type to this project.
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit available: \$ _____
- O. Give bank reference: _____
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at _____ this _____ day of _____, 20____.

Name of Bidder

By: _____
Title

State of _____

County of _____

_____ being duly sworn deposes and says that

he is the _____ of _____ and that

the answers to the _____ foregoing questions
Name of Organization

and all statements therein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

Notary Public (Print or Type)

My commission expires: _____

SECTION 00 33 00
LISTING OF SUBCONTRACTORS

The Bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. Upon approval of subcontractors listed the successful bidder shall not substitute subcontractors without approval from the Engineer. Bidder shall attach additional sheets as necessary.

SUBCONTRACTOR	COMPANY NAME	REFERENCES
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)

END OF SECTION

SECTION 00 33 10
LISTING OF PREVIOUS EXPERIENCE

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

NO.	PROJECT	OWNER	DESCRIPTION/ COST	REFERENCE	DATE WORK STARTED & FINISHED MM/YR TO MM/YR
1					
2					
3					

END OF SECTION

**SECTION 00 41 00
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal and _____ of the City of _____ State of _____, a corporation existing under the laws of the State of Florida, as Surety, are held and firmly bound unto the _____ hereinafter called the Owner, in the sum of _____ Dollars (\$ _____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal has submitted the accompanying Proposal or Bid, for the construction of:

LIFT STATION #10 REHABILITATION

NOW, THEREFORE, if the Principal shall not withdraw said Bid within ninety (90) days after the opening of the same and in the event of the acceptance of his proposal by the Owner, shall, within the period specified therefore, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said Bid within the period specified, of the failure to enter into such contract and give bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this ____ day of _____, 20__, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF:

_____(Seal)
 _____(Seal)
 _____(Seal)
 Individual or Partner

Witness

ATTEST:

 Address

 Corporate Principal

 President AFFIX
 CORPORATE SEAL

ATTEST:

 Address
 By _____
 AFFIX
 CORPORATE SEAL

 Corporate Surety

 Title

END OF SECTION

SECTION 00 47 00

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES:

This sworn statement is submitted with Bid, Proposal **or** Contract No. _____ for _____.

This sworn statement is submitted by _____ whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

My name is _____ any my relationship to the entity named above is _____.

I understand that a "public entity crime" as defined in Paragraph 287.133(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(i)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph **287.133(l)(a)**, Florida Statutes, means:

1. A predecessor or successor of a person convicted of a 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 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.

I understand that a "person" as defined in Paragraph 287.133(i)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

- ☐ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)
- ☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- ☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

(Signature) _____ Date: _____

State of _____ County of _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
 who, after first being sworn by me, affixed his/her signature in the space provided above on this
 _____ day of _____, 20__.

 Notary Public

My Commission Expires:

SECTION 00 48 00
ANTI-COLLUSION STATEMENT

By signing this form, the bidder agrees that this is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN EACH OF THE GOVERNMENTAL PARTIES.

NAME OF FIRM: _____

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

TITLE: _____

ADDRESS: _____

CITY AND STATE: _____

TELEPHONE: _____

COMPLETION TIME: _____

NO proposals will be withdrawn for a period of ninety (90) days subsequent to the opening of the proposals, without the consent of the City of Holly Hill.

NO BID (REASON) _____

END OF SECTION

**SECTION 00 48 50
DRUG FREE/TIE PREFERENCE STATEMENT**

In the event of a tie bid a preference is given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special conditions are as follow:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with 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 violations.
3. Give each employee engaged 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 or, 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) days after such conviction.
5. Impose a sanction on, or require the satisfaction 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.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR'S SIGNATURE

END OF SECTION

SECTION 00 48 60

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Project Number: ITB # WW-20-03

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

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

Valerie Manning, City Clerk

386-248-9441

vmanning@hollyhillfl.org

1065 Ridgewood Ave

Holly Hill, FL 32117

A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.
3. 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 public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

Date: _____

END OF SECTION

Form W-9
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ☐ Other (see instructions) ▶	☐ Exempt payee
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

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 on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

SECTION 00 49 00 TRENCH SAFETY AFFIDAVIT

Trench excavations on this Project are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of the Project.

Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-096, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

<u>Trench Safety Item (Description)</u>	<u>Cost</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(Cost in Words)

TOTAL \$ _____

FAILURE TO COMPLETE THE ABOVE SHALL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

COMPANY NAME: _____

DATE: _____ BY: _____

(Additional sheets shall be attached, as needed and, items shall be organized to correspond with the bid format)

SECTION 00 50 00

AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, 20__, by the City of Holly Hill, Florida, hereinafter called the OWNER, Party of the First Part, and a CORPORATION known as _____ organized and existing under the laws of the State of _____; PARTNERSHIP known as _____ consisting of the following members: _____ an INDIVIDUAL _____ trading as _____ of _____ City _____ State of _____ Zip Code _____, hereinafter called the CONTRACTOR, Party of the Second Part.

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE I.

- A. The Contractor agrees to furnish all labor, superintendence, materials, plant and other utilities for, perform all work necessary for or incidental to, and to perform all other obligations imposed by this Contract for the Construction of

LIFT STATION #10 REHABILITATION

herein called for, in strict accordance with the Drawings and Specifications prepared by Mead & Hunt, Inc., Engineers, which Contract include, but is not limited to, the following Contract Documents:

- | | |
|---------------------|------------------------------------|
| a. Invitation | f. Labor and Material Payment Bond |
| b. Instructions | g. Insurance |
| c. Proposal | h. Specifications |
| d. This Agreement | i. Addenda (if any) |
| e. Performance Bond | j. Drawings |

ARTICLE II.

- A. The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that all work shall be completed within **150 days with an additional 30 days for final completion.**
- B. The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays, which any work shall remain uncompleted after the stations completion times stipulated above, the sum of **\$1000 (ONE THOUSAND DOLLARS)** shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted

from the final amount payable to the Contractor or his Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his Surety, then such excess shall be paid to the Owner by the Contractor or his Surety.

ARTICLE III.

- A. The Contractor shall receive and accept the compensation for the performance of the Contract (subject to additions or deductions noted therein) in accordance with the prices stipulated in the Proposal, and in the manner provided in Article IV for the Contract Price of \$_____ and for additions or revisions approved in Change Orders at Unit Prices.

ARTICLE IV.

- A. Payment to the Contractor shall be made as follows:
1. Not later than the fifteenth (15th) day of each calendar month, the Owner will make a partial payment to the Contractor on the basis of a duly certified and approved estimate by the Engineer of the work performed during the preceding calendar month under this Contract, and (at the option of the City) an amount equal to 90% of materials and equipment not incorporated in the work but delivered and suitably stored. When payment to the Contractor is made for stored materials and equipment, Contractor shall submit invoices marked paid by the supplier with the next month's request for payment to document that Contractor has paid for said materials and equipment or the previously paid amount for stored materials shall be deducted from any remaining payment(s) for any stored materials not so properly documented. To insure the proper performance of this Contract, the Owner will retain ten percent (10%) of the amount of each estimate until the work is fifty percent (50%) complete.
 2. When work is fifty percent (50%) complete, the Owner may allow the reduction of the withholding to five percent (5%) of the dollar value of all work satisfactorily completed to date, provided that the Contractor is making satisfactory progress and there is no specific cause for greater withholding.
 3. Upon completion of the entire work under Contract, the Engineer shall make a final inspection and certify such completion to the Owner. Upon approval of the completion certificate by the Owner, the Owner shall notify the Contractor and the Surety of the satisfactory completion of the work and except as otherwise provided in the Specifications, final payment therefore shall be made to the Contractor within thirty (30) days after written acceptance by the Contractor of the final certificate computation.

ARTICLE V.

- A. The Contract shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or his right, title or interest therein, without written consent of the Owner.

ARTICLE VI.

- A. The work shall be subject at all times to the supervision of the Engineer and his authorized assistants. The Engineer shall decide all questions which may arise relative to the Drawings, Specifications, and the performance of the work. Any doubt concerning the meaning of the Specifications and the Drawings, or any ambiguity or obscurity as to wording or intent of them shall be decided by the Engineer, and such decisions shall be binding upon both parties hereto, and shall not be subject to arbitration.

ARTICLE VII.

- A. The Contractor shall guarantee his work and shall remedy, without cost to the Owner, any defects which may develop therein during a period of one (1) year from the date of the Owner's approval of the Completion Certificate issued by the Engineer.

ARTICLE VIII.

- A. In the event of conflict between any of the Contract Documents, the provisions of this Agreement shall govern.

IN WITNESS WHEREOF, the Parties hereto have signed this Contract in quintuplicate the day and year first above written.

ATTEST:

CITY OF HOLLY HILL, FLORIDA

Valerie Manning

By _____
Joseph A. Forte

Title _____
City Clerk

Title _____
City Manager

WITNESS:

CONTRACTOR

By _____

END OF SECTION

SECTION 00 62 00
CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____
of the corporation named as Principal in the within Bid Bond; that _____
who signed the said Bid Bond on behalf of the Principal was then _____
of said corporation; that I know his signature, and his signature thereto is genuine; and that said
Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its
governing body.

AFFIX CORPORATE SEAL

END OF SECTION

SECTION 00 62 76
APPLICATION FOR PAYMENT

PART I - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Submit Application for payment to the Engineer in accordance with schedule established by Conditions of the Contract and Agreement between Owner and Contractor. Contractor shall use the Application and Certificate for Payment Form included on Section 00 84 40 as the official pay request form.
- B. Related Requirements Described Elsewhere:
 - 1. Agreement: Section 00 50 00.
 - 2. Section 01 32 16: Construction Progress Schedules
 - 3. Section 01 29 73: Schedule of Values
 - 4. Section 01 32 33: Photographic Documentation
 - 5. Section 01 78 39: Project Record Documents
 - 6. Section 00 84 40: Application and Certificate for Payment Form
 - 7. Section 01 77 00: Closeout Procedures
 - 8. Section 00 84 90: Final Release of Lien

1.02 FORMAT REQUIRED

- A. Submit applications typed on the form provided in Division 0, Section 00 84 40: Application and Certificate for Payment Form, with itemized data typed on 8-1/2 inch x 11 inch or white paper continuation sheets.
- B. Provide itemized data on continuation sheets of format, schedules, line items, and values specified on the Application and Certificate for Payment Form. The Contractor shall use the item descriptions and contract values included in schedule of values, approved and accepted by the Engineer as a basis for preparation of the Application for Payment Form.

1.03 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

- A. Application Form:
 - 1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
 - 2. Fill in percent complete for each activity and dollar values to agree with respective percents.

3. Execute certification with signature of a responsible officer of Contractor.

B. Continuous Sheets:

1. Fill in total of all scheduled component items of the Work, with item number and schedule dollar value for each item.
2. Fill in dollar value in each column for each scheduled line item when Work has been performed or products stored. Round off values to nearest dollar, or as specified for Schedule of Values.
3. List each Change Order executed prior to date of submission, at the end of the continuation sheets. List by Change Order Number, and description, as for an original component item Work.
4. To receive approval for payment on component material stored on site, submit copies of the original invoices with Application and Certificate for Payment.
5. As provided for in the Application and Certificate for Payment Form, the Contractor shall certify, for each current pay request, that all previous progress payments received from the Owner, under this Contract, have been applied by the Contractor to discharge in full, all obligations of the Contractor in connection with Work covered by prior Applications for Payment, and all materials and equipment incorporated into the Work are free and clear of all liens, claims, security interest, and encumbrances. Contractor shall attach to each Application and Certificate for Payment like affidavits by all Subcontractors.

1.04 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

- A. Contractor shall submit suitable information, with a cover letter identifying:
1. Project.
 2. Application number and date.
 3. Detailed list of enclosures.
 4. For stored products:
 5. Item number and identification as shown on application.
 6. Description of specific material.

- B. Submit one (1) copy of data and cover letter for each copy of application.
- C. The Contractor is to maintain an updated set of drawings to be used as record drawings in accordance with Section 01 78 39: Project Record Documents. As a prerequisite for monthly progress payments, the Contractor is to exhibit the updated record drawings for review by the Owner and the Engineer.
- D. Each monthly application for payment shall incorporate the corresponding “monthly progress status report” and updated construction schedule, prepared in accordance with the requirements of Section 01 32 16: Construction Progress Schedules.
- E. As a prerequisite for payment, Contractor shall submit a duly executed letter from surety consenting to payment due and progress to date.
- F. Provide construction photographs in accordance with Section 01 32 33: Photographic Documentation.

1.05 PREPARATION OF APPLICATION FOR FINAL PAYMENT

- A. Fill in application form as specified for progress payments. Provide information as required by the General Conditions and Section 01 77 00: Closeout Procedures
- B. Furnish evidence of completed operations and insurance in accordance with the General Conditions.
- C. Provide Contractor’s Final Release of Lien (Section 00 84 90) and other close-out submittals as required by the General Conditions.

1.06 SUBMITTAL PROCEDURE

- A. Submit Application for Payment to the Engineer at the time stipulated in the Agreement, or as agreed to at the pre-construction meeting. Review the percents complete with the Engineer and resolve any conflict or discrepancies.
- B. Application for payments to be submitted electronically in color for processing and payment.
- C. When the Engineer finds the Application and Certificate for Payment Form is properly completed and correct, he will execute the Certificate for Payment and transmit the forms to the Owner, with a copy to the Contractor.

PART II - PRODUCTS (NOT USED)

PART III - EXECUTION (NOT USED)

END OF SECTION

Return Recorded Document to:
City Clerk
1065 Ridgewood Avenue
Holly Hill, FL 32117

LIFT STATION #10 REHABILITATION

Name of Project

City Project No. WW-20-03

Bond No. _____

Space Reserved for Recording Data

COMBINATION PAYMENT AND PERFORMANCE BOND FOR PUBLIC CONSTRUCTION

*per Section 255.05, Florida Statutes (2010)
Guaranty for Construction of Public Improvements*

BY THIS BOND, We, _____, as Principal, and _____, a corporation, as Surety, are bound to **CITY OF HOLLY HILL, FLORIDA**, a municipal corporation, herein called Owner or sometimes referred to as "City," in the sum of _____ and _____/100 Dollars (\$ _____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Contract having an effective date of _____, entered into by and between the Principal and the City, hereinafter sometimes referred to as the Contract, entered into between Principal and Owner for construction of improvements reflected on the plans approved by the City Council, as prepared by Kevin A. Lee, P.E., Florida Registration No. 71501, of the engineering firm Mead & Hunt, Inc., the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract Documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Pursuant to Florida Statutes Section 255.05, as amended from time to time, a claimant, except a laborer, who is not in privity with the Principal, shall, before commencing or not later than forty-five (45) days after commencing to furnish labor, materials, or supplies for the prosecution of the Work, furnish the Principal with a notice that he or she intends to look to this bond for protection. A claimant who is not in privity with the Principal and who has not received payment for his or her labor, materials, or supplies shall deliver to the Principal and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. The notice of nonpayment may be served at any time during the progress of the Work or thereafter but not before forty-five (45) days after the first furnishing of labor, services, or materials by the claimant or,

with respect to rental equipment, not later than ninety (90) days after the date that the rental equipment was last on the job site available for use. No action for the labor, materials, or supplies may be instituted against the Principal or the Surety unless both notices have been given. Notices required or permitted under this section may be served in accordance with Section 713.18, Florida Statutes. An action, except for an action exclusively for recovery of retainage, must be instituted against the Principal or the Surety on this bond within one (1) year after the performance of the labor or completion of delivery of the materials or supplies. An action exclusively for recovery of retainage must be instituted against the Principal or the Surety within one (1) year after the performance of the labor or completion of delivery of the materials or supplies, or within ninety (90) days after receipt of final payment (or the payment estimate containing the Owner's final reconciliation of quantities if no further payment is earned and due as a result of deductive adjustments) by the Principal or Surety, whichever comes last.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 20____.

Attest:

(As to Corporate Principal) Secretary

(Name of Principal)

By: _____

Name/Title: _____

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By: _____

(Attorney-In-Fact)

(Corporate Seal)

NOTE: Date of BOND must not be prior to date of Contract. If Developer/Principal 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 of Florida.

SECTION 00 64 00

Front Page for Bond required by Section 255.05, F.S

PAYMENT AND PERFORMANCE BOND

(Public Works)

Notice and Time Limitations Must Be In Accordance
With Section 255.05 Florida Statutes (2010)**BOND No.** _____**PRINCIPAL:**

Name of Developer/Contractor: _____

Address: _____

Contact Person: _____

Phone Number: (____) _____ - _____

SURETY:Address: _____

Contact Person: _____

Phone Number: (____) _____ - _____

OWNER:

City of Holly Hill, Florida, a chartered municipal corporation

1065 Ridgewood Avenue

Holly Hill, FL 32117

Contact Person: City Manager

Phone Number: (386) 248-9463

Amount: \$ _____**City Case/Project No.** WW-20-03

Description of Work: *Rehabilitation of Lift Station #10 includes the conversion of the can lift station into a submersible station. Work includes bypass pumping, demolition of (2) existing pumps, piping, and valves to abandon pump can. Installation of two (2) new submersible pumps, top slab, piping, valves, valve vault, electrical panel and control panel.*

Project Location: Holly Hill, Volusia County, Florida**Legal Description:** City Right-of-Way or Easement.Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

Certificate for Filing in Public Records**PAYMENT AND PERFORMANCE BOND**

(Public Works)

In Compliance with Section 255.05(1)(a) Florida Statutes (2010)

Bond No. _____

The Principal, _____
 by and through its undersigned representative, does hereby certify that the attached:

Payment and Performance Bond No. _____,
 is a true and correct copy of the fully executed financial guarantee delivered to:

CITY OF HOLLY HILL, FLORIDA

pursuant to Section 255.05, Florida Statutes (2010); as Owner/Holder of the subject property in trust for the public, for the public construction project known as:

LIFT STATION #10 REHABILITATION

located in Holly Hill, Volusia County, Florida, and identified by the City of Holly Hill as Case No. WW-20-03.

All claimants are called upon to take notice of the notice requirements and time limitations prescribed by Section 255.05(2), Florida Statutes (2010).

_____ a Florida _____
 Mailing Address: _____

By: _____
 Name/Title: _____

STATE OF FLORIDA
 COUNTY OF VOLUSIA

The foregoing Certificate of Filing was acknowledged before me this _____ day of _____, 20____, by _____ as a duly authorized representative of _____ a Florida _____, the Principal named in the attached **Payment and Performance Bond No.** _____.

Notary, please check one:

_____ Personally known to me
 _____ Produced identification

 Notary Public, State of Florida

My Commission Expires: _____

Printed Name: _____

SECTION 00 65 00
CERTIFICATE OF INSURANCE
FOR
PUBLIC LIABILITY AND PROPERTY DAMAGE

This is to certify _____ Company has
issued to _____, of the City of _____, State of _____,
the following policy or policies; Public Liability Policy No. _____ effective on _____,
_____, 20____, limits _____,
Property Damage Policy No. _____ effective on _____, 20____, and expiring
on _____, 20____, limits _____.

If at any time this coverage is to be canceled, the undersigned will notify the insured and _____
_____, in writing thirty (30) days prior to cancellation of
the policy.

(This certificate must be made by a duly authorized official of the Insurance Company carrying the risk, or a separate certificate of similar context executed on Insurance Company's Standard Form may be attached hereto.)

END OF SECTION

SECTION 00 66 00
AFFIDAVIT REGARDING WORKMEN'S COMPENSATION

State of _____

County of _____

_____ being duly sworn according to law, deposes and says (it, he, they) ha__ accepted the Workmen's Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, their) liability there under in accordance with the terms of said Laws with the _____ Company, under the terms of Policy No. _____ for a period from _____, 20 _____ to _____, 20 ____.

WITNESS:

CONTRACTOR:

By _____

Title _____

Sworn to and subscribed before me this ____ day of _____, 20____.

Notary Public

Notary Public (Print or Type)

My Commission Expires: _____

END OF SECTION

**SECTION 00 66 50
CERTIFICATE OF INSURANCE
FOR
WORKMEN'S COMPENSATION**

This is to certify that _____, Company has issued
to _____, of the City of _____, State of _____,
the following policy or policies: Workmen's Compensation and Employer's Liability Policy No. _____
effective on _____, 20 _____.
re _____ Policy No. _____
effective on _____, 20 ____ and expiring on _____, 20 ____
re _____ limits _____.

If at any time this coverage is to be canceled, the undersigned will notify the insured and
the _____ in writing thirty (30) days
prior to cancellation of policy.

(This certificate must be made by a duly authorized official of the Insurance Company carrying
the risk, or a separate certificate of similar context executed on Insurance Company's Standard
Form may be attached hereto.)

END OF SECTION

SECTION 00 67 00
CONTRACTOR'S STATEMENT UNDER OATH, TO OWNER

To: _____

The undersigned as Contractor has heretofore, on the ____ day of _____, 20 __, has been awarded a Contract by you, as Owner, to furnish all the materials and labor in the construction of a project entitled: _____

for the Contract Price of _____ in accordance with plans and specifications therefore as prepared by Mead & Hunt, Inc., P.O. Drawer 290247, 4401 Eastport Parkway, Holly Hill, Florida 32129-0247.

Said project has been completed and the Contract and Plans therefore fully complied with and all of the Contract Price has been paid by you, except the Final Payment thereon, which is now due, but is being withheld until a sworn statement is furnished, as required by _____ showing whether there are any unpaid and outstanding bills in connection with said Project.

The undersigned hereby certified, under oath, that all lienors contracting directly with or directly employed by the undersigned, on said Contract, have been paid in full, and further certifies, under oath, that there are no outstanding or unpaid bills for labor performed, or materials furnished in connection with said work or improvements.

Dated at _____ this ____ day of _____, 20____.

By _____
 Contractor

Title _____

State of _____

County of _____

Sworn to and subscribed before me this ____ day of _____, 20 ____.

 Notary Public

My Commission Expires: _____

END OF SECTION

**SECTION 00 68 00
RECEIPT AND RELEASE**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned _____ of _____ was heretofore, on _____, 20 __, award a Contract by _____ for the Contract Price of _____ to furnish all the materials and labor in the construction of a project entitled: **LIFT STATION #10 REHABILITATION** in accordance with the plans and specifications therefore, as prepared by Mead & Hunt, Inc., Engineers, and the undersigned has completed said work and fully complied with said Contract and has heretofore received the sum of \$ _____ as payment thereon.

That the undersigned has this date received from _____ the sum of \$ _____, representing the full balance due _____, as Contractor, under the terms of said Contract, and certified that said Contract has been fully performed in accordance with the terms thereof, and that _____ has paid in full all persons furnishing labor and/or materials in connection therewith, including all subcontractors and suppliers, and that there are no unpaid bills for labor performed or materials furnished in connection with said work or improvements.

That the undersigned, for value received, does hereby forever release and discharge the said _____ as described in the said Contract, from any and all liens, claims or demands whatsoever that _____ has or may have for work performed or materials furnished thereon by any subcontractor or supplier and that will hold harmless the _____ from any and all loss and liability arising or to arise by reason of any unpaid bills for labor performed or materials furnished on said project in connection with said work or improvements. This document is only binding upon receipt of a check for the above balance due.

IN WITNESS WHEREOF, the undersigned has hereto set ____ hand and seal this _____ day of _____, 20 ____.

Witnessed by:

CONTRACTOR

By _____

Title _____

State of _____

County of _____

Before me, the undersigned authority, personally appeared _____, to me well known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 20 ____.

My Commission Expires:

Notary Public, State of Florida

END OF SECTION

**SECTION 00 69 00
CONSENT OF SURETY
For Final Payment**

Project Name: **LIFT STATION #10 REHABILITATION**

Location _____

Project No. _____ Contract No. _____

Type of Contract _____

Amount of Contract _____

In accordance with the provisions of the above-named contract between the Owner and the Contractor, the following named surety: _____
on the Payment Bond of the following named Contractor: _____
hereby approves of final payment to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its obligations to the following named Owner, as set forth in said Surety company's bond: _____.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this day of _____, 20 ____.

(Name of Surety Company)

(Signature of Authorized Representative)

(Affix Corporate Seal)

TITLE

END OF SECTION

00 69 00-1

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By



Endorsed By



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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*
 - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

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requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
 17. *Cost of the Work*—See Paragraph 13.01 for definition.
 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
 19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
 20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
 21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - 1. does not conform to the Contract Documents;
 - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
 - 1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 - 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 - 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 - 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 2. a preliminary Schedule of Submittals; and
 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
 - 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

- A. *Standards Specifications, Codes, Laws and Regulations*
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. 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 or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - 4. Acts of war or terrorism.

- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
 - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
 3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
 4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
2. is of such a nature as to require a change in the Drawings or Specifications;
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

- of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

Regulations, and must be issued and signed by a surety named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner’s termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

- Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
 - F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
 - G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
 - H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
 - I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
 - J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
 - K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 Contractor's Insurance

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
 - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 - 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, 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.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. 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 an 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 or Engineer, 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 will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to 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 specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to 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.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

- d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
- 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
 - 1. Observations by Engineer;
 - 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. Use or occupancy of the Work or any part thereof by Owner;
 - 5. Any review and approval of a Shop Drawing or Sample submittal;
 - 6. The issuance of a notice of acceptability by Engineer;
 - 7. The end of the correction period established in Paragraph 15.08;
 - 8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.

- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

- B. If Owner has issued a Work Change Directive and:
 - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

- B. *Change Proposal Procedures*

1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any 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 and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
 5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, 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.

- 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than 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, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages 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 include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
- 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 5. Costs due to 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, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 6. Expenses incurred in preparing and advancing Claims.
- 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
- 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then 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, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or 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, 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, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (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.
 - 2. 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 must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, 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.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
 6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.
- D. *Payment Becomes Due***
1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.
- E. *Reductions in Payment by Owner***
1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

- B. Promptly after Contractor's notification, Owner, 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 the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, 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 Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

- d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* 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 as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment 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 for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 1. correct the defective repairs to the Site or such adjacent areas;
 2. correct such defective Work;
 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, 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 complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 - 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
 - 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 - 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 - 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will 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 will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will 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.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is 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.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

**SECTION 00 70 50
RELEASE OF ALL CLAIMS**

STATE OF _____

COUNTY OF _____

CITY OF _____

KNOW ALL MEN BY THESE PRESENTS, that the sum of: _____

Dollars (\$ _____) set out in the accompanying Estimate Statement No. _____

Final, the receipt of which is hereby acknowledged, is accepted as full and complete payment for all work done, materials furnished, and damages or claims arising under the City of Holly Hill Contract entitled _____.

WITNESSES:

Contractor

Title: _____

(SEAL)

Taken, sworn, and subscribed to before me this _____ day of _____, 20____.

Notary Public Signature

Notary Public (Print or Type)

(SEAL)

My commission Expires: _____

END OF SECTION

SECTION 00 80 00
SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (NSPE/ACEC Document No. C-700, 2018 edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

SC-1.01A.42 Delete the definition of *Substantial Completion* and insert the following in its place:

42. *Substantial Completion* - The Work (or a specified part thereof) has progressed to the point where, in the opinion of the Engineer as evidenced by Engineer's definitive Certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents and that all conditions precedent to Substantial Completion have been met in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

Add the following definitions at the end of Article 1 - definitions of the Standard General Conditions of the Construction Contract:

SC-1.01.A.51 Compensable Delay - Any delay beyond the control and without the fault or negligence of the Contractor resulting from Owner-caused changes in the Work, differing site conditions, suspensions of the Work, or termination for convenience by the Owner.

SC-1.01.A.52 Correction Period - The time during which the Contractor must correct defective Work or remove defective Work from the site and replace it with non-defective Work, all at no cost to the Owner, pursuant to paragraph 14.03 of the General Conditions, as supplemented.

SC-1.01A.53 Final Completion - The date upon which final payment is due to be paid by Owner to Contractor.

SC-1.01A.54 Excusable Delay - Any delay beyond the control and without the fault or negligence of the Contractor, the Owner, or any other Contractor caused by events or circumstances such as, but not limited to, acts of God or of the public enemy, acts of interveners, acts of the government, fires, floods, epidemics, quarantine restrictions, freight embargoes, and hurricanes, tornadoes, or new sink holes. Labor disputes and above average rainfall shall give rise only to Inexcusable Delays.

SC-1.01A.55 Float or Slack Time - The time available in the progress schedule during which an unexpected activity can be completed without delaying the Substantial Completion of the Work.

- SC-1.01A.56 Initiation of Operation - The date when the Owner actually begins to use the entire Work for the purposes for which it was planned, designed and built, thus commences the Correction Period. The Owner shall not be deemed to have accepted the Work until Initiation of Operation.
- SC-1.01A.57 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 be issued after the Effective Date of the Agreement.
- SC-1.01A.58 Inexcusable Delay - Any delay caused either (i) by events or circumstances within the control of the Contractor, such as inadequate crewing, slow submittals, etc., which might have been avoided by the exercise of care, prudence, foresight, or diligence on the part of the Contractor, (ii) by weather conditions (other than hurricanes and tornadoes) or (iii) labor disputes.
- SC-1.01A.59 Non-Prejudicial Delay - Any delay impacting a portion of the Work within the available total Float or Slack Time, as that term is used in Section 01 31 00: Progress Schedules, and not necessarily preventing completion of the Work within the Contract Time.
- SC-1.01A.60 Prejudicial Delay - Any Excusable or Compensable Delay impacting the Work and exceeding the total Float Time available in the progress schedule, thus preventing completion of the Work within the Contract Time unless the Work is accelerated.
- SC-1.01A.61 Preoperational Testing (Check-Out-Testing) - All field inspections, installation checks, water tests, performance tests, and necessary corrections required of the Contractor as a condition or conditions to achieving Substantial Completion to demonstrate to the Owner and Engineer that individual components of the Work have been properly constructed and operate in accordance with the Contract Documents for their intended purposes.
- SC-1.01A.62 Start-Up Testing (Demonstration Testing) - A predefined trial period required as a condition to Initiation of Operation during which Contractor is to operate the entire Work (or any part thereof agreed to by the Owner) under actual and simulated operating conditions for the purpose (i) of making such minor adjustments and changes to the Work as may be necessary for the Work to comply with the Contract Documents and (ii) of complying with the final test requirements in the Contract Documents."
- SC-2.02 Modify paragraph 2.02A of the General Conditions:
- A. Owner shall furnish Contractor one portable document format (PDF) copy of contract.
- SC-3.03 Add the following immediately after paragraph 3.03 A.3. of the Standard General Conditions:

- A. The Contractor shall not take advantage of any apparent error or omissions which may be found in the Drawings or Specifications, and the Engineer shall be entitled to make such corrections therein and interpretations thereof as may be deemed necessary for the fulfillment of their intent. The Contractor shall be responsible for all errors in construction which could have been avoided by such examination and notification and shall correct, at its own expense, all Work improperly constructed through failure to notify the Engineer and request specific instructions.

SC-3.03 Add the following immediately after paragraph 3.03B:

C. Order of Precedence of Contract Documents:

1. In resolving differences resulting from conflicts, errors or discrepancies in any of the following Contract Documents, the order of precedence shall be as follows:
 - a. Permits
 - b. Change Orders
 - c. Contract Agreement
 - d. Specification
 - e. Drawings
2. Within the Specifications, the order of precedence is as follows:
 - a. Addenda
 - b. Notice to Bidders
 - c. Instructions to Bidders
 - d. Supplementary General Conditions
 - e. General Conditions
 - f. Division 1, General Requirements
 - g. Technical Specifications
 - h. Referenced Standard Specifications
3. With reference to the Drawings, the order of precedence is as follows:
 - a. Figures govern over scaled dimensions
 - b. Detail drawings govern over general drawings
 - c. Change order drawings govern over contract drawings
 - d. Contract drawings govern over standard or shop drawings

- SC-4.01 Delete paragraph 4.01 of the General Conditions in its entirety and insert the following in its place.
- A. A "Notice to Proceed" may be given to the Contractor at any time after the Effective date of the Agreement. The Contract Time will commence to run on the day indicated in the Notice to Proceed. In no event will the Contract Time commence to run later than the sixtieth (60th) day after the Effective Date of the Agreement.
- SC-5.04 Change the first sentence in the paragraph to "Then Contractor shall, within three (3) days after becoming aware thereof..."
- SC-5.06 Add a new paragraph immediately after paragraph 5.06 K of the Standard General Conditions which is to read as following:
- L. No claim of the Contractor under paragraphs 5.03, 5.05 and 5.06 shall be allowed unless, (1) the Contractor has given the notice required in sub-paragraph 5.06E, and (2) within thirty (30) days (but before final payment) after the Contractor has given written notice, the Contractor submits to the Owner a detailed claim setting forth the Contractor's right to an increase in the Contract Price or extension of the Contract Time as provided in Articles 11 and 13 of the Standard General Conditions.
- SC-6.01 Add a new paragraph immediately after paragraph 6.01 C of the Standard General Conditions which is to read as follows:
1. The following requirements shall be met by all surety companies furnishing bid, performance, payment or other type of Bonds:
- a. The Surety shall be rated as "A" or better as to General Policyholders Rating and Class X or better as to Financial Category by Best's Key Rating Guide, published by Alfred M. Best Company, Inc., 75 Fulton Street, New York, New York, 10038.
- All Surety Companies are subject to approval and may be rejected by the Owner without cause.
2. Limitations: Bonding limits or bonding capacity refers to the limit or amount of Bond acceptable on any one (1) risk.
- a. The bonding limit of the Surety shall not exceed ten percent

(10%) of the policyholder surplus (capital and surplus) as listed by the aforementioned Best's Key Rating Guide, on any one risk (penalty or amount of any one bond).

3. Requirements:

- a. Policyholders surplus is required to be five (5) times the amount of any one bond.
- b. The Agent countersigning the bond shall be resident in the County where the Project is located and/or other counties that are acceptable to the Owner.

SC-6.01 Add a new paragraph immediately after paragraph 6.01 H of the Standard General Conditions which read as follows:

- I. Contractor shall pay Owner all losses, damages, expenses, costs, and attorney's fees, including but not limited to any appellate proceedings, which the Owner sustains because of default by the Contractor under the contract.

SC-7.02 Add the following sub-paragraphs immediately after paragraph 7.02 B of the Standard General Conditions which are to read as follow:

- C. The Owner reserves the right to review and approve the resident superintendent.

SC-7.03 Add the following sub-paragraphs immediately after paragraph 7.03C of the Standard General Conditions which are to read as follow:

- D. Maintenance work may be performed during hours other than regular working hours. Regular working hours are defined as daylight hours between one-half hour after sunrise to one-half hour before sunset. Requests to Work during other regular working hours must be submitted to the Owner at least seventy-two (72) hours in advance of the period proposed for such irregular working hours and shall set forth the proposed schedule for such hours to give the Owner ample time to arrange for its personnel to be at the site of the Work.
- E. The Owner will pay for charges of Engineer and construction observation performed during regular working hours. The Contractor shall pay for additional engineering and construction observations charges required during irregular hours which may be authorized under the provisions of paragraph SC-7.03D. The rate paid to the Owner by the Contractor for additional engineering and construction observation changes shall be in accordance with the existing Contract between the Owner and Engineer.

- F. The Contractor shall also pay for the costs of additional engineering charges and construction observation required during the correction of defective Work. Such additional costs incurred during irregular working hours and during the correction of defective Work, shall be a subsidiary obligation of the Contractor and no extra payment shall be made by the Owner on account of such Work.

SC-7.07E. Revise 2nd to last sentence of paragraph to “If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto within 45 days of identification submission), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation.”

SC-7.13 Add the following paragraphs immediately following paragraph 7.13J.

- K. The Engineer is not responsible for the safety of any person on the jobsite other than the Engineer’s own employees. The Engineer has no authority to exercise any control over any construction Contractor or other entity or their employees in connection with their work or any health or safety precautions. The Owner agrees that the Contractor is solely responsible for jobsite safety and warrants that this intent shall be made evident in the Owner’s agreement with the Contractor. The Owner agrees that the Engineer shall be entitled to indemnification from the Contractor for any loss incurred by the Engineer arising out of any claim brought by any person or personal injuries sustained on the jobsite and warrants that this intent shall be made evident in the Owner’s agreement with the Contractor. The Engineer shall be made an additional insured under the Contractor’s general liability insurance policy for personal injuries to any person sustained on the jobsite.

SC-8.02 Add the following paragraphs immediately following paragraph 8.02B:

- C. The Contractor shall cooperate with all other Contractors who may be performing Work on behalf of the Owner in the vicinity of the Work to be done under this contract, and he shall conduct his operation as to interfere to the least possible extent with the Work of such Contractor.
- D. If the Work is delayed because of any acts of omissions of any other Contractor, the Contractor shall have no claim against the Owner on that account.

SC-15.01D This section is hereby deleted. The requirements of Florida Statute 218.735 of the Florida Prompt Payment Act shall apply.

SC-15.08 Add the following new sub-paragraph immediately after sub-paragraph 15.08A.4:

5. When deemed necessary by Owner, Contractor shall furnish and install at no cost to Owner, such temporary equipment and material necessary to maintain functionality of the Work while defective Work is being corrected or replaced.

SC-15.08 Add the following new paragraphs immediately after paragraph 15.08F:

- G. Subject to adjustments as described in sub-paragraph 15.08H, the period during which the Contractor must correct defective Work or remove it from the site and replace it with non-defective Work, all at no cost to the Owner (the "Correction Period"), shall be no more than one (1) year. If the date of Substantial Completion is not the same date as Initiation of Operation, such Correction Period shall commence upon Initiation of Operation, not upon the date of Substantial Completion. In such cases, the time between Substantial Completion and Initiation of Operation shall not exceed one hundred (100) days.
- H. No later than thirty (30) days before Initiation of Operation the Owner shall notify the Contractor in writing of the date upon which Initiation of Operation is expected to occur, and the Contractor shall ensure that the Work is ready in its entirety by such date for use by the Owner as contemplated in the Contract Documents.
- I. From the date of Substantial Completion until Initiation of Operation, the Contractor shall bear all risks of injury, loss, or damage to any part of the Work arising from the elements or from any other cause. The Contractor shall rebuild, repair, restore, and make good at no cost to the Owner, all injuries, losses, or damage to any portion of the Work occasioned by any cause and shall, at no expense to the Owner, provide suitable drainage and erect such temporary structures and take all other actions as are necessary for the protection of the Work. Suspension of the Work or the granting of an extension of the Contract Time for any cause shall not relieve the Contractor of its responsibility for the Work as herein specified. The Contractor's responsibilities under this paragraph 15.08 are in addition to, not in lieu of, all other obligations imposed by these Contract Documents.

SC-17 Delete Article 17 and all other references to "Dispute Resolution Agreement" in the Standard General Conditions. Disputes between Owner and Contractor shall be arbitrated only if and to the extent agreed to by the parties at the time each dispute arises. The Contractor shall carry on the Work and maintain the progress schedule during any dispute, regardless of how resolved, unless otherwise mutually agreed in writing. Venue for any litigation, at law or equity or arbitration, shall lie exclusively in the place of the County of the Owner's location. This Contract, or any provision hereof, shall be construed and interpreted, and any litigation arising there from, shall be governed by the laws of the State of Florida.

SECTION 00 80 00-A

**CONTRACTORS STANDARD INSURANCE REQUIREMENTS
AND INDEMNIFICATION CLAUSE****I. INSURANCE**

- A. Prior to commencing work, the Contractor shall provide at his own cost and expense insurance to the City of HOLLY HILL as required below. The insurance companies must be licensed in the State of Florida and be rated by A.M. Best as A: Class X or better. The required insurance shall be evidenced by certificates and/or policies as determined by the City. All policies and certificates of insurance shall be approved by the City prior to inception of any work.
- B. It is required that each Certificate of Insurance and/or policy must give 30 days prior written notice of cancellation, non-renewal or adverse change to the City of HOLLY HILL Finance Department by registered mail, return receipt requested. All such notices shall name the Contractor and identify the contract number.
- C. The "City of HOLLY HILL," wherever used, shall be defined to include the City itself, elected officials, officers, employees, volunteers, representatives, agents and any affiliates.
- D. The "Contractor," wherever used, shall be defined to include the Contractor, any subsidiaries or affiliates, officers, employees, volunteers, representatives, agents, contractors and subcontractors.
- E. If at any time any of the required policies shall be or shall become unsatisfactory to the City as to form or substance, or if the insurance company becomes unsatisfactory to the City, the Contractor shall, upon written notice to that effect from the City, promptly obtain a new policy, submit the policy to the City for approval, and submit the Certificate of Insurance, as previously required.

If at any time the Contractor shall fail to furnish and/or maintain the required insurance, this contract may be declared suspended, discontinued or terminated, at the discretion of the City. Failure of the Contractor to take out and/or maintain any of the required insurances shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Contractor concerning indemnification.

- F. The Contractor is required to provide new Certificates of Insurance to the City at least 20 days prior to the coverage renewal dates. If any of the insurance requirements are not complied with at their renewal dates, the City may at their option, (1) withhold payments to the Contractor until those requirements have been met or, (2) pay the renewal premium and withhold such payments from any monies due the Contractor.
- G. In the event of any claims having been filed due to any operation under this contract that are in excess of the insured amounts, the excess amount of such claim, or any portion thereof, may be withheld from payments due the Contractor until such time as the Contractor shall furnish such additional security covering such claims as may be determined by the City of HOLLY HILL

- H. The Contractor shall provide the following insurance on forms no more restrictive than the latest edition of those filed by the Insurance Services Office, and name the "City of HOLLY HILL" (as defined in "C" above) as an Insured to the extent of the City's interests.

II. LIABILITY INSURANCE

- A. WORKERS' COMPENSATION - STATUTORY - in compliance with the Workers' Compensation law of the State of Florida including employers liability coverage of at least \$100,000. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen and Harbor Workers Acts and Jones Act.

- B. COMMERCIAL GENERAL LIABILITY - with minimum limits of:

\$2,000,000	General Aggregate
\$1,000,000	Products - Completed Operations Aggregate
\$1,000,000	Personal and Advertisement Injury
\$1,000,000	Each Occurrence
\$ 100,000	Fire Damage

- C. BUSINESS AUTOMOBILE LIABILITY - with minimum limits of \$1,000,000 per occurrence combined single limit. This insurance shall include for bodily injury and property damages the following coverage's:

- (1) Owned Automobiles
- (2) Hired Automobiles
- (3) Non-owned Automobiles
- (4) Employee Non-ownership

NOTE! The required limits of liability for the above policies may include umbrella insurance with the umbrella policy making up the difference between the policy limits of the underlying policies and the total amount of coverage required. Such Umbrella Liability insurance shall be a "follow form" and be at least as broad as the underlying policies.

III. PROPERTY INSURANCE

When this contract includes construction of and/or additions to above-ground buildings or structures, Builder's Risk and/or Installation Floater policies must be provided as follows:

- A. BUILDER'S RISK - "All risk" form in the amount of 100% of the completed value of such addition, building or structure to include personal property of others in the care, custody or control of the Contractor, and shall include a flat-premium endorsement.

- (1) Maximum Deductible - \$5,000 each claim

- (2) Certified Copy of the policy must be provided to the City prior to the commencement of work.
 - (3) Waiver of Occupancy Clause or Warranty - to provide that the Builder's Risk coverage will continue to apply until final acceptance by the City of the building or addition, regardless of any prior occupancy.
 - (4) Flood Insurance must be provided when buildings or structures are located within an identified special flood hazard area. The Flood Insurance must protect the interest of the City and be in the amount of the total insurable value of such building or structure, or the maximum amount of flood insurance coverage available under the National Flood program, whichever is the lesser.
 - (5) For additions or repairs of existing buildings or structures, the "Builder's Risk Completed Form" covering the Contractor's interest in improvements, repairs, additions, or alterations to completed buildings, shall be included.
 - (6) Bridges, Viaducts or similar structures - the "Bridge Builders Risk Form" - "All risk" contract with the flat-premium endorsement should be utilized.
- B. **INSTALLATION FLOATER** - when the contract is for the installation of machinery and/or equipment into an existing structure, but does not contemplate construction of or addition to the structure itself.
- (1) "All Risk" coverage to include transit and installation.
 - (2) Amount of Insurance - 100% of installed replacement cost value
 - (3) Maximum Deductible - \$5,000 each claim.
 - (4) Cessation of Insurance - Coverage is to continue in force until final acceptance by the City.
 - (5) Certified Copy of the policy must be provided to the City prior to commencement of work.
 - (6) Flood Insurance - must be provided when machinery or equipment are located within an identified special flood hazard area. The Flood Insurance must protect the interest of the city and be in the amount of the total insurable value of such machinery or equipment.

IV. **CERTIFICATE OF INSURANCE CLAUSES**

All policies and Certificates of Insurance of the Contractor shall contain the following clauses and agreements:

- A. Insurers shall have no right of recovery or subrogation against the City of HOLLY HILL (as defined in "C" above), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.

- B. The clause "other insurance" in a policy in which the City of HOLLY HILL is named as an Insured shall not apply to the City of HOLLY HILL.
- C. The insurance companies issuing the policies shall have no recourse against the City of HOLLY HILL (as defined in "C" above) for payment of any premiums or for assessments under any policy for insurance.
- D. The contractor's insurer shall be requested to include a breach of warranty clause to prevent nullification of insurance because the Contractor breaches a condition of the policy.
- E. Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of the Contractor.
- F. Any loss payable under the Property Insurance, if any, is to be adjusted with and made payable to the City of HOLLY HILL, as their interest may appear.

V. CITY INDEMNIFICATION

The following Indemnification Agreement shall be a provision of this contract and also shall be endorsed onto or attached to the insurance policy and Certificate of Insurance:

"The Contractor agrees to protect, defend and pay on behalf of, and hold the City of HOLLY HILL and its elected officials, officers, employees, volunteers, representatives, agents and affiliates free and harmless from and against all claims for personal or bodily injury or death, or property damage or destruction of tangible property including loss of use thereof, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses of every kind and character in connection with and arising directly or indirectly out of this agreement and/or performance thereof, unless such claims are a result of the City of HOLLY HILL's sole negligence. This indemnification clause includes claims made by the employees and subcontractors of the Contractor against the Owner and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Nothing contained herein shall be construed as a waiver of any immunity from or a limitation of liability the City may have under the doctrine of sovereign immunity or Chapter 768.28, Fla. Stat. This indemnification provision shall survive the completion of the project and shall be in full force and effect beyond the completion of the project or the termination of this contract.

VI. ENGINEER INDEMNIFICATION

"The Contractor agrees to protect, defend and pay on behalf of, and hold the ENGINEER and its officers, employees, and affiliates free and harmless from and against all claims for personal or bodily injury or death, or property damage or destruction of tangible property including loss of use thereof, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses of every kind and character in connection with and arising directly or indirectly out of this agreement and/or performance thereof, unless such claims are a result of the ENGINEER'S sole negligence. This indemnification clause includes claims made by the employees and subcontractors of the Contractor against the ENGINEER. This indemnification provision shall survive the completion of the project and shall be in full force and effect beyond the completion of the project or the termination of this contract.

The Contractor shall be responsible for such requirements through the date of final acceptance of the project by the City. With regard to the Contractor's indemnification obligation for products

and completed operations, the Contractor shall be responsible for a minimum period of at least one year subsequent to the City's acceptance of the product or completed operation."

- VII.** The following Insurance Requirement Checklist shall be adhered to in its entirety. The coverage limits and language as indicated on the following checklist shall be reflected on the Contractor's Certificate of Insurance.
- VIII.** A Waiver of Subrogation shall be provided to the City.
- IX.** The Contractor' insurance carrier shall submit a letter showing authorization that the company is registered by the State of Florida Department of Insurance

Revised September 2005

**CITY OF HOLLY HILL, FLORIDA
INSURANCE REQUIREMENTS CHECKLIST
CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA**

Items marked "X" must be provided

<u>X</u>	<u>General Liability</u>	Minimum Limits Required	
	<u>X</u> Commercial General Liability	\$ <u>2,000,000</u>	General Aggregate
	<u>X</u> Occurrence Form	\$ <u>1,000,000</u>	Product/Completed Operations Agg.
	_____	\$ <u>1,000,000</u>	Personal & Advertising Injury
	_____	\$ <u>1,000,000</u>	Each Occurrence
	_____	\$ <u>100,000</u>	Fire Damage Pump Stations
<u>X</u>	<u>Automobile Liability</u>		
	Owned, Hired & Non-Owned	\$ <u>1,000,000</u>	Combined Single Limit per Occurrence
<u>X</u>	<u>Worker's Compensation and Employer's Liability</u>		
		Statutory	
		\$ <u>100,000</u>	Each Accident
		\$ <u>500,000</u>	Disease - Policy Limit
		\$ <u>100,000</u>	Disease - Each Employee
_____	<u>Professional Liability - Errors & Omissions</u> (*To be completed by Bidder)		
	* Deductible: \$ _____	\$ _____	Aggregate
	* Claims Made (Y/N): _____	\$ _____	Each Claim
	*Occurrence (Y/N): _____		
	*Defense included in Limits (Y/N): _____		
<u>X</u>	<u>Builder's Risk/Installation Floater</u> (*To be completed by Bidder)		
	* Flood included \$ _____ Limit	\$ _____	100% of Completed or Installed Value, All-Risk Form
	* Transportation included \$ _____ Limit		
	* Storage included \$ _____ Limit		
	City must be a named insured. Copy of policy will be required.		
_____	<u>Other</u>		
	_____	\$ _____	
	_____	\$ _____	
<u>X</u>	The Certificate of Insurance must show "The City of HOLLY HILL, elected officials and employees" and the adjacent property owners as an additional insured.		
<u>X</u>	Certificates must give to the City of HOLLY HILL 30 days' prior written notice of cancellation, non-renewal, or adverse change.		
<u>X</u>	Certificates must identify bid number and bid title.		
<u>X</u>	A Wavier of Subrogation shall be provided to the City		

Statement of Bidder:

We understand the requirements requested and agree to comply fully.

Bidder - Authorized Signature

A complete copy of this form with original signature must accompany bid.

SECTION 00 84 00
CONTRACTOR REQUEST FOR INFORMATION (RFI)

PROJECT NAME: **LIFT STATION #10 REHABILITATION**

OWNER: _____

ENGINEER: _____ PROJECT NO. _____

CONTRACTOR: _____ PROJECT NO. _____

RFI NO. _____ SPEC. SECT. _____ DRAWING NO. _____

RFI SHORT TITLE: _____

QUESTION/ISSUE: _____

BY: _____ DATE: _____

REPLY: _____

BY: _____ DATE: _____

CC:

- ☐ CONTRACTOR
☐ FIELD (INSPECTOR)
☐ OWNER
☐ ARCHITECT
☐ OTHER: _____

END SECTION

**SECTION 00 84 10
NOTICE OF AWARD FORM**

Date: _____

Contractor: _____

Project: **CITY OF HOLLY HILL
LIFT STATION #10 REHABILITATION**

Date of Bid Opening: _____

You are notified that your bid dated _____, 20____ for the above Contract has been considered and the OWNER, expects to award you a contract for:

_____.

(Indicated total Work, Alternates or Sections of Work Awarded)

The Contract Price of your contract is _____
Dollars (\$_____).

Five (5) copies of each of the following proposed Contract Documents (except Project Manual and Drawings) accompany this Notice of Award:

- ◆ Agreement Between Owner and Contractor
- ◆ Payment and Performance Bond
- ◆ Public Construction Bond
- ◆ Insurance Requirements
- ◆ Affidavit Regarding Workman's Compensation
- ◆ Certificate of Insurance for Workman's Compensation

You must comply with the following conditions to the awarded contract within ten (10) days of the date of the Notice of Award, which is by _____, 20__.

1. You must deliver to the OWNER five (5) fully executed counterparts of the Agreement.
2. You must deliver with the executed Agreement five (5) completed original documents with original signatures on the Payment and Material Payment Bond and Public Construction Bond in the form specified in the Bidding Documents.
3. You must provide in writing the correct name and address of the surety which is providing the Payment and Material Payment Bond and Public Construction Bonds and the correct name and address of the surety's resident agent for service of process in Florida.
4. You must deliver with the executed Agreement five (5) completed, with original signatures, Certificates and Endorsements of Insurance in the form specified in the Bidding Documents.

Failure to comply with these conditions within the time specified will entitle the OWNER to consider your Bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited.

Within ten (10) days after you comply with these conditions, the OWNER will return to you two (2) fully signed counterparts of the agreement with the Contract Documents attached.

OWNER'S REPRESENTATIVE:

(Authorized Signature)

(Title)

Date: _____

END OF SECTION

SECTION 00 84 20
NOTICE TO PROCEED FORM

Date: _____

Contractor: _____

Notice to Proceed on Project:

You are notified that the Contract Time under the above contract will commence to run on _____, 20____. On that date you are to start performing the Work and your other obligations under the Contract Documents. Based on the Contract Time stated in the Agreement, we calculate that the dates of substantial Completion and Final Completion are _____, 20____, and _____, 20____, respectively.

Work at the site must be started by _____, 20__ as indicated in the Contract Documents.

Enclosed is one (1) set of Drawings and one (1) bound copy of the Project Manual containing:

- Instruction to Bidders
- Bid Form
- Bid Bond
- Executed Agreement
- Payment and Performance Bond
- Public Construction Bond
- Certificates of Insurance
- General Conditions
- Supplementary Conditions
- Notice of Award
- Specifications
- Addenda Numbers ____ through ____

OWNER'S REPRESENTATIVE:

(Name/Title)

(Date)

END OF SECTION

SECTION 00 84 30
CHANGE ORDER FORM

PROJECT:

CHANGE ORDER NO. _____

CONTRACTOR: _____

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE: Original Contract Price: \$ _____	CHANGE IN CONTRACT TIMES: Original Contract Times: Substantial Completion: _____ Final Completion:
Net changes from previous Change Orders No. _____ to No. _____. \$ _____	Changes in contract time from previous Change Orders No. _____ to No. _____. _____ Days
Contract Price prior to this Change Order: \$ _____	Contract Completion Date prior to this Change Order: Final Completion:
Net Increase (decrease) of this Change Order: \$ _____	Changes in contract time requested this Change Order No. ____ _____ Days
Contract Price with all approved Change Orders: \$ _____	Contract Times with all approved Change Orders: Final Completion:

CHANGES ORDERED:

- I. GENERAL – This change order is necessary to cover changes in the work to be performed under this Contract. The General Conditions, Supplementary Conditions, Specifications and all parts of the Project Manual listed in Article 1, Definitions, of the General Conditions apply to and govern all work under this change order.

The change in price and/or delivery date described, is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of the modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

II. REQUIRED CHANGES:

III. JUSTIFICATION:

IV. PAYMENT:

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and,

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

RECOMMENDED BY:

Mead & Hunt, Inc.

(Engineer)

By: _____
Name Typed (Date)

(Authorized Signature)

ACCEPTED BY:

(Contractor)

By: _____
Name Typed (Date)

(Authorized Signature)

APPROVED BY:

Owner

By: _____
Name Typed (Date)

(Authorized Signature)

END OF SECTION

SECTION 00 84 40

APPLICATION AND CERTIFICATE FOR PAYMENT FORM

Application No. _____ Progress _____ Final _____

Engineer's Project No.: _____

Project: _____

Contractor: _____ Contract Date: _____

Contract for : _____

Application Date: _____ For Period Ending _____

Change Order Summary			
Change Orders approved in previous months by OWNER		ADDITIONS	DEDUCTIONS
TOTAL		\$ 0.00	\$ 0.00
Approved this month			
Number	Date Approved		
TOTALS		\$ 0.00	\$ 0.00
Net Change by Change Orders			\$ 0.00

1.	ORIGINAL CONTRACT SUM	\$ 0.00
2.	Net Change by Change Order	\$ 0.00
3.	CONTRACT SUM TO DATE (Line 1 and 2)	\$ 0.00
4.	TOTAL COMPLETED AND STORED TO DATE	\$
5.	RETAINAGE: (Column I & N, Forms 00845 and 00846)	
	a. ____% of Completed Work	\$
	b. ____% of Stored Material	\$
	Total Retainage (Line 5a and 5b)	\$ 0.00
6.	TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 0.00
7.	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 0.00
8.	AMOUNT DUE THIS APPLICATION	\$ 0.00
9.	BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$ 0.00

Contractor's Certification

The undersigned Contractor hereby swears under penalty of perjury that (1) all previous progress payments received from the Owner on account of Work performed under the contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with Work covered by prior Applications for Payment numbered 1 through ____ inclusive; and (2) all materials and equipment incorporated in said Project or otherwise listed in or covered by this Application for Payment are free and clear of all liens, claims, security interest and encumbrances; (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

Dated _____

(Contractor)

By: _____

(Name)

(Title)

COUNTY OF _____
STATE OF _____

Before me on this _____ day of _____, 20____, personally appeared _____, known to me, who being duly sworn, deposes and says that (s)he is the _____ of the Contractor above mentioned; that s(he) executed the above Application for Payment and statement on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

(Notary Seal)

Notary Public

My commission Expires _____

Engineer's Recommendation

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Mead & Hunt, Inc.

By: _____

(Authorized Signature)

Date: _____

Owner's Approval

By: _____

(Title)

Acct No. _____

Date: _____

END OF SECTION

00 84 40-3

SECTION 00 84 40
BID ITEM PAY REQUEST FORM

Application No.
Project:

Application Date:
Period Ending:
Contractor:

Owner:[illegible]

Section 00 84 60

Stored Materials Summary

Owner:
Project:
Bid No.:
Contractor:

Date:

Received thru:
Installed thru:

[illegible]

Subtotal	
Sales Tax	
Total	

Attachment: ITB-WW-20-03 HH Lift Station 10 Bid Set Specifications 06.09.20 2 (2020-R-42 : Lift

SECTION 00 84 80
CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER'S Project No.: _____ ENGINEER's Project No.: _____

CONTRACTOR: _____

Contract Date: _____

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof.

To: _____
 Owner

And To: _____
 Contractor

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on:

 Date of Substantial Completion

Certificate of Substantial Completion
 Page 1 of 3

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item therein does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract documents. When this Certification applies to a specified part of the Work the items in the tentative list shall be completed or corrected by CONTRACTOR within _____ days of the above date of Substantial Completion.

The date of Substantial Completion is the date upon which all guarantees and warranties begin, except as follows:

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities and insurance shall be as follows:

RESPONSIBILITIES:

OWNER _____

CONTRACTOR _____

The following documents are attached to and made a part of this Certificate:

Certificate of Substantial Completion
Page 2 of 3

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR'S obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on _____, 20__.

(Engineer)

By _____

The CONTRACTOR accepts this Certificate of Substantial Completion on _____, 20__.

(Contractor)

By _____

Certificate of Substantial Completion
Page 3 of 3

SECTION 00 84 90
CONTRACTOR'S FINAL RELEASE OF LIEN

Before me the undersigned authority in said County and State, appeared _____ who, being first duly sworn, deposes and says that he is _____ of _____, a company and/or corporation authorized to do business under the laws of Florida, which is the Contractor on the Contract described as: "**LIFT STATION #10 REHABILITATION**", dated the ____ day of _____, 20____, that the said deponent is duly authorized to make this affidavit by resolution of the Board of Directors of said company and/or corporation; that deponent knows of his own knowledge that said Contract has been complied with in every particular by said Contractor and that all parts of the work have been approved by the Owner's Engineers; that there are no bills remaining unpaid for labor, material, or otherwise, in connection with said Contract and work, and that there are no suits pending against the undersigned as Contractor or anyone in connection with the work done and materials furnished or otherwise under said Contract. Deponent further says that the final estimate which has been submitted to the owner simultaneously with the making of the affidavit constitutes all claims and demands against the Owner on account of said Contract or otherwise, and the acceptance of the sum specified in said final estimate will operate as full and final release and discharge of the Owner from any further claims, demands or compensation by Contractor under the above Contract. Deponent further agrees that all guarantees under this Contract shall be in full force from the date of this release as spelled out in the Contract Documents.

Sworn to and subscribed to before me this ____ day of _____, 20____.

Notary Public

My Commission Expires: _____

We, the _____ having heretofore executed a Performance Bond for the above-mentioned Contractor covered Project and Section as described above in the sum of _____ dollars (\$ _____), hereby agree that the Owner may make full payment of the final estimate, including the retained percentage, to said Contractor.

It is fully understood that the granting of the right to the Owner to make payment of the final estimate to said Contractor and/or his assigns, shall in no way release the surety company of its obligations under its bond, as set forth in the Specifications, Contract and Bond pertaining to the above Project.

IN WITNESS WHEREOF, the _____ has caused this instrument to be executed on its behalf by its _____ and/or its duly authorized attorney in fact, and its corporate seal to be hereunto affixed, all of this _____ day of _____, A.D., 20_____.

Surety Company

Attorney in Fact

(Power of Attorney must be attached if executed by Attorney in Fact)

STATE OF FLORIDA

COUNTY OF _____

Before me the undersigned authority, personally appeared to me well known as the person described in and who executed the foregoing instrument in the name of _____ and/or authority to execute the same on behalf of said _____, a corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____ this _____ day of _____, 20_____.

Notary Public

My Commission Expires: _____

END OF SECTION

SECTION 01 00 00
GENERAL REQUIREMENTS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: The Work to be done consists of the furnishing of all labor, materials and equipment, and the performance of all Work included in this Contract. The summary of the Work is presented in Section 01 11 00: Summary of Work.
- B. Work Included:
 - 1. The Contractor shall furnish all labor, superintendence, materials, plant power, light, heat, fuel, water, tools, appliances, equipment, supplies, and means of construction necessary for proper performance and completion of the Work. The Contractor shall obtain and pay for all necessary local building permits. The Contractor shall perform and complete the work in the manner best calculated to promote rapid construction consistent with safety of life and property and to the satisfaction of the Engineer, and in strict accordance with the Contract Documents. The Contractor shall clean up the Work and maintain it during and after construction, until accepted, and shall do all Work and pay all costs incidental thereto. He shall repair or restore all structures and property that may be damaged or disturbed during performance of the Work.
 - 2. The cost of incidental work described in these Project Requirements, for which there are no specific Contract Items, shall be considered as part of the general cost of doing the Work and shall be included in the prices for the various Contract Items. No additional payment will be made therefore.
 - 3. The Contractor shall provide and maintain such modern plant, tools, and equipment as may be necessary, in the opinion of the Engineer, to perform in a satisfactory and acceptable manner all the Work required by this Contract. Only equipment of established reputation and proven efficiency shall be used. The Contractor shall be solely responsible for the adequacy of his workmanship, materials, and equipment, prior approval of the Engineer notwithstanding.
- C. Public Utility Installations and Structures:
 - 1. Public utility installations and structures shall be understood to include all poles, tracks, pipes, wires, conduits, vaults, manholes, and all other appurtenances and facilities pertaining thereto whether owned or controlled by the Owner, other governmental bodies, or privately owned by individuals, firms, or corporations,

used to serve the public with transportation, traffic control, gas, electricity, telephone, sewerage, drainage, water, or other public or private property which may be affected by the Work shall be deemed included hereunder.

2. The Contract Documents contain data relative to existing public utility installations and structures above and below the ground surface. These data are not guaranteed as to their completeness or accuracy and it is the responsibility of the Contractor to make his own investigations to inform himself fully of the character, condition, and extent of all such installations and structures as may be encountered and as may affect the construction operations.
3. The Contractor shall protect all public utility installations and structures from damage during the Work. Access across any buried public utility installation or structure shall be made to avoid any damage to these facilities. All required protective devices and construction shall be provided by the Contractor at his expense. All existing public utilities damaged by the Contractor shall be repaired by the Contractor, at his expense. No separate payment shall be made for such protection or repairs to public utility installations or structures.
4. Public utility installations or structures owned or controlled by the Owner or other governmental body which are shown on the Drawings to be removed, relocated, replaced, or rebuilt by the Contractor shall be considered as a part of the general cost of doing the Work and shall be included in the prices bid for the various Contract Items; therefore, no separate payment shall be made.
5. Where public utility installations or structures owned or controlled by the Owner or other governmental body are encountered during the course of the Work, and are not indicated on the Drawings or in the Specifications, and when, in the opinion of the Engineer, removal, relocation, replacement, or rebuilding is necessary to complete the Work under this Contract, such Work shall be accomplished by the utility having jurisdiction, or such Work may be ordered, in writing by the Engineer, for the Contractor to accomplish. If such work is accomplished by the utility having jurisdiction it will be carried out expeditiously, and the Contractor shall give full cooperation to permit the utility to complete the removal, relocation, replacement, or rebuilding as required. If such work is accomplished by the Contractor, it will be paid for as extra work as provided in the Agreement.
6. The Contractor shall, at all times in performance of the Work, employ acceptable methods and exercise reasonable care and skill so as to avoid unnecessary delay, injury, damage, or destruction of public utility installations and structures; and shall, at all times in the performance of the Work, avoid unnecessary interference with,

or interruption of, public utility services, and shall cooperate fully with the owners thereof to that end.

7. The Contractor shall give written notice to Owner and other governmental utility departments and other owners of public utilities of the location of his proposed construction operations, at least 48-hours in advance of breaking ground in any area or on any unit of the Work.
8. The maintenance, repair, removal, relocation, or rebuilding of public utility installations and structures, when accomplished by the Contractor as herein provided, shall be done by methods approved by the owners of such utilities.

1.02 DRAWINGS AND PROJECT MANUAL

- A. Drawings: When obtaining data and information from the Drawings, figures shall be used in preference to scaled dimensions, and large-scale drawings in preference to small-scale drawings.
- B. Supplementary Drawings:
 1. When, in the opinion of the Engineer, it becomes necessary to explain more fully the Work to be done or to illustrate the Work further or to show any changes which may be required, drawings known as Supplementary Drawings, with specifications pertaining thereto, will be prepared by the Engineer, and the Contractor will be furnished an electronic copy of the plans and project manual.
 2. The Supplementary Drawings shall be binding upon the Contractor with the same force as the Contract Drawings. Where such Supplementary Drawings require either less or more than the estimated quantities of Work, credit to the Owner or compensation therefore to the Contractor shall be subject to the terms of the Agreement.
- C. Contractor to Check Drawings and Data:
 1. The Contractor shall verify all dimensions, quantities, and details shown on the Drawings, Supplementary Drawings, schedules, Specifications, or other data received from the Engineer, and shall notify him of all errors, omissions, conflicts, and discrepancies found therein. Failure to discover or correct errors, conflicts, or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory work, faulty construction, or improper operation resulting there from, nor from rectifying such conditions at his own expense. He will not be allowed to take

advantage of any errors or omissions, as full instructions will be furnished by the Engineer, should such errors or omissions be discovered.

2. All schedules are given for the convenience of the Engineer and the Contractor and are not guaranteed to be complete. The Contractor shall assume all responsibility or the making of estimates of the size, kind, and quality of materials and equipment included in work to be done under the Contract.
- D. Specifications: The Technical Specifications consist of three (3) parts: General, Products, and Execution. The General part of a Specification contains General Requirements which govern the Work. The Products and Execution parts modify and supplement the General Requirements by detailed requirements for the Work and shall always govern whenever there appears to be a conflict.
- E. Intent:
1. All Work called for in the Specifications applicable to this Contract, but not shown on the Drawings in their present form, or vice versa, shall be of like effect as if shown or mentioned in both. Work not specified in either the Drawings or in the Specifications but involved in carrying out their intent or in the complete and proper execution of the Work, is required and shall be performed by the Contractor as though it were specifically delineated or described.
 2. The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, the interpretation of these Specifications shall be made upon that basis.

1.03 MATERIALS AND EQUIPMENT

- A. Manufacturer:
1. All transactions with the manufacturers or subcontractors shall be through the Contractor, unless the Contractor shall request and at the Engineer's option, that the manufacturer or subcontractor deal directly with the Engineer. Any such transactions shall not in any way release the Contractor from his full responsibility under this Contract.
 2. Any two (2) or more pieces of material or equipment of the same kind, type, or classification, and being used for identical types of service, shall be made by the same manufacturer.

B. Delivery:

1. The Contractor shall deliver materials in ample quantities to ensure the most speedy and uninterrupted progress of the Work so as to complete the Work within the allotted time.
2. The Contractor shall also coordinate deliveries in order to avoid delay in, or impediment of, the progress of the work of any related Contractor.

C. Tools and Accessories:

1. The Contractor shall, unless otherwise stated in the Contract Documents, furnish with each type, kind, or size of equipment, one (1) complete set of suitably marked high grade special tools and appliances which may be needed to adjust, operate, maintain, or repair the equipment. Such tools and appliances shall be furnished in approved painted steel cases, properly labeled and equipped with good grade cylinder locks and duplicate keys.
2. Spare parts shall be furnished as specified herein and as recommended by the manufacturer necessary for the operation of the equipment, not including materials required for routine maintenance.
3. Each piece of equipment shall be provided with a substantial nameplate, securely fastened in place and clearly inscribed with the manufacturer's name, year of manufacture, serial number, weight, and principal rate data.

D. Service of Manufacturer's Engineer:

1. The Contract Prices for equipment shall include the cost of furnishing a competent and experienced engineer or superintendent who shall represent the manufacturer and shall assist the Contractor, when required, to install, adjust, test, and place in operation, the equipment in conformity with the Contract Documents.
2. After the equipment is placed in permanent operation by the Owner, such engineer or superintendent shall make all adjustments and tests required by the Engineer to prove that such equipment is in proper and satisfactory operating condition, and shall instruct such personnel as may be designated by the Owner in the proper operation and maintenance of such equipment.

1.04 INSPECTION AND TESTING

A. General:

1. For tests specified to be made by the Contractor, the testing personnel shall make the necessary inspections and tests, and the reports thereof shall be in such form as will facilitate checking to determine compliance with the Contract Documents. One (1) original and one (1) electronic copy of the reports shall be submitted, and authoritative certification thereof must be furnished to the Engineer as a prerequisite for the acceptance of any material or equipment.
2. If, in the making of any test of any material or equipment, it is ascertained by the Engineer that the material or equipment does not comply with the Contract Documents, the Contractor will be notified thereof, and he will be directed to refrain from delivering said material or equipment, or to remove it promptly from the site or from the Work and replace it with acceptable material, without cost to the Owner.
3. Tests of electrical and mechanical equipment and appliances shall be conducted in accordance with the recognized test codes of the ANSI, ASME, or the IEEE, except as may otherwise be stated herein.
4. The Contractor shall be fully responsible for the proper operation of equipment during testing and instruction periods and shall neither have nor make any claim for damage which may occur to equipment prior to the time when the Owner formally takes over the operation thereof.

B. Costs:

1. All inspection and testing of materials furnished under this Contract will be provided by the Contractor, unless otherwise expressly specified.
2. The cost of shop and field tests of equipment and of certain other tests specifically called for in the Contract Documents shall be borne by the Contractor, and such costs shall be deemed to be included in the Contract Price.
3. Materials and equipment submitted by the Contractor as the equivalent to those specifically named in the Contract may be tested by the Owner for compliance. The Contractor shall reimburse the Owner for the expenditures incurred in making such tests of materials and equipment which are rejected for non-compliance.

C. Certificate of Manufacture:

1. Contractor shall furnish to Engineer authoritative evidence in the form of a certificate of manufacture that the materials to be used in the Work have been manufactured and tested in conformity with the Contract Documents.
2. These certificates shall be notarized and shall include copies of the results of physical tests and chemical analyses, where necessary, that have been made directly on the product or on similar products of the manufacturer.

D. Shop Tests:

1. Each piece of equipment for which pressure, duty, capacity, rating, efficiency, performance, function, or special requirements are specified shall be tested in the shop of the maker in a manner which shall conclusively prove that its characteristics comply fully with the requirements of the Contract Documents.
2. Five (5) copies of the manufacturer's actual test data and interpreted results thereof, accompanied by a certificate of authenticity sworn to by a responsible official of the manufacturing company and/or independent laboratory, shall be submitted to the Engineer for approval.
3. The cost of shop tests and of furnishing manufacturer's preliminary and shop test data of operating equipment shall be borne by the Contractor.

E. Start-up Tests:

1. As soon as conditions permit, the Contractor shall furnish all labor, materials, and instruments and shall make start-up tests of equipment.
2. If the start-up tests disclose any equipment furnished under this Contract which does not comply with the requirements of the Contract Documents, the Contractor shall, prior to demonstration tests, make all changes, adjustments, and replacements required. The furnishing Contractor shall assist in the start-up tests as applicable.

F. Demonstration Tests:

1. Prior to Contractor's request for a Substantial Completion inspection, all equipment and piping installed under this Contract shall be subjected to demonstration tests as specified or required to prove compliance with the Contract Documents.

2. The Contractor shall furnish labor, fuel, energy, water, and all other materials, equipment, and instruments necessary for all demonstration tests, at no additional cost to the Owner. Contractor shall assist in the demonstration tests as applicable.

1.05 LINES AND GRADES

A. Grade:

1. All work under this Contract shall be constructed in accordance with the lines and grades shown on the Drawings, or as given by the Engineer. The full responsibility for keeping alignment and grade shall rest upon the Contractor.
2. The vertical bench marks provided is USGS "Public Records" monumentation and the horizontal control is the monumentation on plats contained in the "Public Records of Volusia County."

B. Surveys:

1. The Contractor shall furnish and maintain, at his own expense, stakes and other such materials.
2. The Contractor shall check such reference marks by such means as he may deem necessary and, before using them, shall call the Engineer's attention to any inaccuracies.
3. The Contractor shall, at his own expense, establish all working or construction lines and grades as required from the reference marks set by the Engineer, and shall be solely responsible for the accuracy thereof. He shall, however, be subject to the check and review by the Engineer.

C. Safeguarding Marks:

1. The Contractor shall safeguard all points, stakes, grade marks, monuments, and bench marks made or established on the Work, bear the cost of re-establishing them if disturbed, and bear the entire expense of rectifying work improperly installed due to not maintaining or protecting or to removing without authorization such established points, stakes, and marks.
2. The Contractor shall safeguard all existing and known property corners, monuments, and marks adjacent to but not related to the Work and shall bear the cost of re-establishing them if disturbed or destroyed.

City of Holly Hill
Lift Station 10 Rehabilitation

1000710-191454.01

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

Attachment: ITB-WW-20-03_HH_Lift_Station_10_Bid_Set_Specifications_06.09.20_2 (2020-R-42 : Lift Station #10 Rehabilitation 20WW03

SECTION 01 11 00
SUMMARY OF WORK

PART 1 - GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. This Contract is for the construction of **LIFT STATION #10 REHABILITATION**. The work consists of furnishing all labor, equipment, and materials for the construction of the facilities consisting of, but not limited to, the following:

Rehabilitation of Lift Station #10 includes the conversion of the can lift station into a submersible station. Work includes bypass pumping, demolition of (2) existing pumps, piping, and valves to abandon pump can. Installation of two (2) new submersible pumps, top slab, piping, valves, valve vault, electrical panel and control panel.

- B. The Contractor shall furnish all labor, equipment, tools, services and incidentals to complete all Work required by these Specifications and as shown on the Drawings.
- C. The Contractor shall perform the Work complete, in place, and ready for continuous service, and shall include repairs, testing, permits, cleanup, replacements and restoration required as a result of damages caused during this construction.
- D. All materials, equipment, skills, tools and labor which is reasonably and properly inferable and necessary for the proper completion of the Work in a substantial manner and in compliance with the requirements stated or implied by these Specification or Drawings shall be furnished and installed by the Contractor without additional compensation, whether specifically indicated in the Contract Documents or not.
- E. The Contractor shall comply with all City, County, State, Federal, and other codes which are applicable to this Project.

1.02 CONTRACTOR'S USE OF PREMISES

- A. The Contractor shall assume full responsibility for the protection and safekeeping of products and materials at the job site. If additional storage or work areas are required, they shall be obtained by the Contractor at no additional cost to the Owner.

1.03 PROJECT SEQUENCE

- A. The Contractor shall establish his work sequence based on the use of crews to facilitate completion of construction and testing within the specified Contract time.

END OF SECTION

SECTION 01 20 00
PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

- A. Separate payment will be made only 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.
- B. The Contractor's attention is called to the fact that cleanup is considered a part of the work of construction. No payment will be made until cleanup is essentially complete.
- C. 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 if not shown as a separate pay item.
 - 1. Clearing and grubbing.
 - 2. Excavation, including necessary pavement base removal.
 - 3. Shoring and sheeting.
 - 4. Dewatering and disposal of surplus water.
 - 5. Structural fill.
 - 6. Backfill.
 - 7. Grading.
 - 8. Replacement of unpaved roadways, grass, and shrubbery plots.
 - 9. Cleanup.
 - 10. Testing and placing system in operation.
 - 11. Any material and equipment required to be installed and utilized for the test.
 - 12. Pipe, structures, pavement replacement and/or appurtenances included within the limits of lump sum work.
 - 13. Maintaining the existing quality of service during construction.
 - 14. Appurtenant work as required for a complete and operable system.
 - 15. Maintaining or detouring or traffic.
- D. No payment shall be made for work constructed outside the authorized limits of work.

PART 2 - MATERIALS AND EQUIPMENT

2.01 Pre-Construction Video

Bid Item 1

Lump sum payment will be made based on delivery to the City of two copies with documentation of the video for the project route. The contract lump sum price shall be full compensation for all materials and work necessary to complete the professional videotaping in accordance with the project specifications. Construction work shall not start until DVD's are delivered and approved by the project representative.

2.02 Demolition of Existing Lift Station

Bid Item 2

Lump sum payment shall be made for the demolition, removal, abandonment, filling, flowable fill placement, and/or other work to existing facilities as shown on the plans and as required to complete the required work. Restoration, including fill required, shall be included. Demolished facilities shall be shown on the as-builts. City shall have right to all abandoned equipment. CONTRACTOR shall deliver to City or dispose of properly. CONTRACTOR is responsible for proper disposal of all removed materials.

2.03 Bypass Pumping

Bid Item 3

Lump sum payment will be made at the completion of the operational lift station for temporary bypass pumping. The bypass pumping system shall be duplex pumps and each pump shall be capable of passing the flows with one unit on standby. Temporary systems shall be automatic float operated and switch over to standby, have cellular alarm notification, and have a noise level no greater than 70 dba at seven (7) meters.

2.04 Complete Lift Station

Bid Item 4

Lump sum payment will be made for the pumps, rails, top slab, hatch, new wetwell, valves, valve vault, yard piping, mechanical equipment, liner system, restoration, and all other items necessary for a complete installation. This includes all materials, equipment and labor required to construct the station as shown on the plans and described in the specifications.

2.05 Electrical

Bid Item 5

Lump sum payment shall be made for the installation of all Electrical equipment as shown on the plans and described in the specifications. Payment will be full compensation for furnishing all plant labor, materials, equipment, and electrical work to integrate and connect the new motors, lighting, control panels, junction boxes, cables, wiring, and miscellaneous components required to complete all electrical work in accordance with the contract plans, specifications, the National Electric Code and FBC. CONTRACTOR shall obtain requisite electrical permits prior to commencement of work.

2.06 Tie-Ins

Bid Item 6

Payment will be made at the applicable unit price for the cost of the "tie-in" performed. The lump sum price will be full compensation for all pipe, valves, fittings, materials and labor required to satisfactorily accomplish this item as detailed in the plans and specifications.

2.07 DIP Fittings (Add or Delete)

Bid Item 7

Payment shall be made at the contract unit price per pound for all ductile iron/cast iron fittings installed by the CONTRACTORS as directed by the ENGINEER. This item is included in the CONTRACTOR cover the cost of additional fittings that are not shown on the project plans which are required to meet modified routing due to field conditions. This item includes the cost of providing and installing "restrained joints" at both ends of each additional fitting installed.

2.08 Existing Force Main Removal

Bid Item 8

Lump sum payment shall be made for satisfactory removal of the existing force main line as shown on the plans. Payment shall be full compensation for excavation, backfill, materials and labor required to remove the existing force main as shown on the plans.

2.09 Permit Allowance**Bid Item 9**

An allowance is established to pay costs associated with building permit fees and ancillary costs associated with construction of the lift station improvements. No provisions for mark-up are included within the allowance.

2.10 As-Built Plans**Bid Item 10**

Lump sum payment will be made based on delivery of record drawings produced by a licensed surveyor conforming to the specifications. Periodical record drawings shall be submitted with each pay estimate on which the ENGINEER shall rely to ensure the improvements are constructed in accordance with the design locations and elevations. Progress payments submitted without updated record drawings to document work constructed that pay period shall be a basis for rejection of the pay request until such time as adequate record drawings are submitted.

2.11 MOT**Bid Item 11**

Payment for traffic control will be made at the contract lump sum price which price and payment shall be full compensation for the material, labor, equipment, and all other related work necessary to complete required traffic control during the period of construction affecting the flow of traffic within the project area or adjacent collector roads and highways. This item shall include the costs to prepare approved traffic control plans as well as the full cost to implement the approved plans. For areas under County or State control, traffic control shall be provided in accordance with each entity's requirements. Payment shall be made based on the percent of the total construction cost completed.

2.12 Restoration**Bid Item 12**

At the completion of construction, lump sum payment shall be made for site restoration to provide positive drainage, acceptable finish grades, base and asphalt pavement restorations. Sod shall match existing materials or as called out within the plans and specifications. All pavement, sod, grading for a final site acceptable to the City and their project representative are included in this pay item.

END OF SECTION

SECTION 01 29 73
SCHEDULE OF VALUES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Submit to the Engineer a Schedule of Values allocated to the various lump sum portions of the Work, at the Pre-Construction Conference, and as otherwise specified or requested to be submitted earlier as evidence of the Apparent Low Bidder's qualifications.
2. Upon request of the Engineer support the values with data which will substantiate their correctness. The data shall include, but not be limited to quantity of materials, all sub-elements of the activity, and their units of measure.
3. The Schedule of Values shall establish the actual value for each activity of the Work to be completed taken from the approved Critical Path Method (CPM) Construction Schedule and shall be used as the basis for the Contractor's Applications for Payment.

1.02 FORM AND CONTENT OF SCHEDULE OF VALUES

A. Identify schedule with:

1. Title of project and location.
2. Owner and purchase order number.
3. Engineer and project number.
4. Name and address of Contractor.
5. Contract designation.
6. Date of submission.

- B. Schedule shall list the installed value of the component parts of the Work in sufficient detail to serve as a basis for computing item prices for progress payments during construction.

- C. Identify each line item with the number and the title of the respective section of the Specifications.
- D. For each major item of the Work, list sub-values of major products or operations under the major item.
- E. For the various portions of the Work:
 - 1. The amount for each item shall reflect a total installed cost including a directly proportional amount of the Contractor's overhead and profit.
 - 2. For items on which progress payments will be requested for stored materials, break down the value into:
 - a. The cost of the materials delivered and unloaded, with taxes paid. Paid invoices are required for materials. Payment for materials shall be limited to the invoiced amount only.
 - b. The total installed value.
- F. Round off figures to nearest dollar amount.
- G. The sum of the costs of all items listed in the schedule shall equal the total Contract Price.
- H. For each item which has an installed value of more than \$15,000, provide a breakdown of costs to list major products or operations under each item.

1.03 SUB-SCHEDULE OF UNIT MATERIAL VALUES

- A. Submit a separate schedule of unit prices for materials to be stored on site and for those materials incorporated into the Work for which progress payments will be requested.
- B. The unit values for the materials shall be broken down into:
 - 1. Cost of the material, delivered and unloaded at the site, with taxes paid.
 - 2. Copies of paid invoices for component material shall be included with the payment request in which the material first appears.
- C. Only materials unique to the project may be billed when stored on site. Materials of standard use such as conduit, wire, small-diameter pipe, steel, etc., shall not be accepted for payment.

- D. The installed unit value multiplied by the quantity listed shall equal the cost of that item in the Schedule of Values.

1.04 REVIEW AND RESUBMITTAL

- A. After review by Engineer, revise and resubmit Schedule of Values and Schedule of Unit Material Values as required.
- B. Resubmit revised schedules in same manner.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 29 76
PROGRESS PAYMENT PROCEDURES

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Submit Application for payment to the ENGINEER on accordance with schedule established by Conditions of the Contract and Agreement between OWNER and CONTRACTOR. CONTRACTOR shall use the Application and Certificate for Payment Form included on Section 00 84 40 as the official pay request form.
- B. Related Requirements Described Elsewhere:
 - 1. Agreement: Section 00 50 00.
 - 2. Construction Progress Schedule: Section 01 32 16.
 - 3. Schedule of Values: Section 01 29 73.
 - 4. Photographic Documentation: Section 01 32 33.
 - 5. Project Record Documents: Section 01 78 39.

1.02 FORMAT REQUIRED

- A. Submit applications typed on the form provided in Division 0, Section 00 84 40: Application and Certificate for Payment Form, with itemized data typed on eight and one-half inch by 11 inch (8-1/2" x 11") or white paper continuation sheets.
- B. Provide itemized data on continuation sheets of format, schedules, line items, and values specified on the Application and Certificate for Payment Form. The CONTRACTOR shall use the item descriptions and contract values included in schedule of values, approved, and accepted by the ENGINEER as a basis for preparation of the Application for Payment Form.

1.03 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

A. Application Form:

1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
2. Fill in percent complete for each activity and dollar values to agree with respective percent.
3. Execute certification with signature of a responsible officer of CONTRACTOR.

B. Continuous Sheets:

1. Fill in total of all scheduled component items of the Work, with item number and schedule dollar value for each item.
2. Fill in dollar value in each column for each scheduled line item when Work has been performed or products stored. Round off values to nearest dollar, or as specified for Schedule of Values.
3. List each Change Order executed prior to date of submission, at the end of the continuation sheets. List by Change Order Number, and description, as for an original component item Work.
4. To receive approval for payment on component material stored on site, submit copies of the original invoices with Application and Certificate for Payment.
5. As provided for in the Application and Certificate for Payment Form, the CONTRACTOR shall certify, for each current pay request, that all previous progress payments received from the OWNER, under this Contract, have been applied by the CONTRACTOR to discharge in full, all obligations of the CONTRACTOR in connection with Work covered by prior Applications for Payment, and all materials and equipment incorporated into the Work are free and clear of all liens, claims, security interest, and encumbrances. CONTRACTOR shall attach to each Application and Certificate for Payment like affidavits by all Subcontractors.

1.04 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

- A. CONTRACTOR shall submit suitable information, with a cover letter identifying:
 - 1. Project.
 - 2. Application number and date.
 - 3. Detailed list of enclosures.
 - 4. For stored products:
 - a. Item number and identification as shown on application.
 - b. Description of specific material.
- B. Submit one (1) copy of data and cover letter for each copy of application.
- C. The CONTRACTOR is to maintain an updated set of drawings to be used as record drawings in accordance with Section 01 78 39: Project Record Documents. As a prerequisite for monthly progress payments, the CONTRACTOR is to exhibit the updated record drawings for review by the OWNER and the ENGINEER.
- D. Each monthly application for payment shall incorporate the corresponding “monthly progress status report” and updated construction schedule, prepared in accordance with the requirements of Section 01 32 16: Construction Progress Schedule.
- E. As a prerequisite for payment, CONTRACTOR shall submit a duly executed letter from surety consenting to payment due and progress to date.
- F. Provide construction photographs in accordance with Section 01 32 33: Photographic Documentation.

1.05 PREPARATION OF APPLICATION FOR FINAL PAYMENT

- A. Fill in application form as specified for progress payments. Provide information as required by the General Conditions and Section 01 77 00: Closeout Procedures.
- B. Furnish evidence of completed operations and insurance in accordance with the General Conditions.

- C. Provide CONTRACTOR's Final Release of Lien (Section 00 84 90) and other close-out submittals as required by the General Conditions.

1.06 SUBMITTAL PROCEDURE

- A. Submit Application for Payment to the ENGINEER at the time stipulated in the Agreement, or as agreed to at the pre-construction meeting. Review the percents complete with the ENGINEER and resolve any conflict or discrepancies.
- B. Application for payment to be submitted electronically in color for processing and payment.
- C. When the ENGINEER finds the Application and Certificate for Payment Form is properly completed and correct, he will execute the Certificate for Payment and transmit the forms to the OWNER, with a copy to the CONTRACTOR.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01 30 00
ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

- 1.01 The Contractor shall not have any right in property in any materials taken from any excavation and he shall not remove any earth, sand or other material from the lines of the work before the excavation is refilled except upon direction of the Engineer. The provisions of this paragraph shall not be construed as relieving the Contractor of any kind of his obligations to remove and dispose of any of the material excavated, with or without rehandling, at his cost and expense as provided in these specifications.
- 1.02 Where reference is made within these documents to government specifications, or those of well known organizations such as ASTM, ASA, ASME, etc., the latest editions shall be used, any or all references in these documents to earlier stated editions notwithstanding.
- 1.03 The Contractor shall take all necessary precautions to prevent damage to existing pipe which is to remain in service during any of his construction operations. Should such pipe be damaged by the Contractor, he shall be required to replace it to the complete satisfaction of the Engineer, at no additional cost to the Owner.
- 1.04 The Contractor agrees that the work shall be started no later than the date indicated in the Notice to Proceed, and that the total work shall be completed within **180** calendar days.
- The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays, that any such work shall remain uncompleted after the completion time, the sum of **One Thousand Dollars (\$1000)** per day shall be deducted by the Owner from monies due the Contractor, not as a penalty but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his Surety, then such excess shall be paid to the Owner by the Contractor or his Surety.
- 1.05 At least thirty (30) days prior to the first progress payment request, the Contractor shall submit to the Owner a schedule of anticipated draws, which estimates as accurately as possible the amount of the anticipated "work in place" which will be completed each month. Failure to comply may result in delay in payment, as funds from several sources customarily serve as the project funding source.
- 1.06 All dewatering and bypass pumping necessary to accomplish the work of this Contract shall be done by the Contractor at no extra or additional cost to the Owner. Any permits required will be the responsibility of the Contractor.

- 1.07 Examination of Contract Documents and Site. Before submitting a Bid each Contractor 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, ordinance, 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.
- 1.08 The Contractor is required to maintain the water service to customers within the project area at no extra cost to the Owner.
- 1.09 The Contractor is responsible for recording the Payment and Performance Bond and the Public Construction Bond in the Official Records of Volusia County, Florida. The Contractor shall provide copies of the recorded documents and/or the recording receipt from the County Clerk's office to the Engineer prior to the issuance of the "Notice to Proceed". The Contractor shall be responsible for paying all costs associated with the recording of these documents and no separate contract payment shall be made to the Contractor for this item.
- 1.10 The Contractor acknowledges that he is responsible for complying with all aspects of the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. He assumes all responsibility and costs entailed.
- 1.11 Construction materials may be stockpiled at the Holly Hill wastewater treatment plant. Additional storage locations are allowed but all arrangements and costs incurred are the responsibility of the Contractor. Prior to making arrangements with individual property owners, the Contractor shall indicate to the City and the Engineer which sites have been targeted for material storage. The City reserves the right to approve or disapprove the proposed locations.
- 1.12 The Contractor is responsible for obtaining a St. Johns River Water Management District Permit for (dewatering) consumptive use if the Contractor's "means or methods" trip the Agency's thresholds requiring permits. No separate payment or contract time extension for the Contractor obtaining the permit will be granted by the City.
- 1.13 The Contractor shall submit an executed "Consent of Surety for Final Payment" form, copy of which is included with the Contract Documents, prior to submitting a final request for payment as well as lien releases from all suppliers filing 'Notice to Owners' with the City.
- 1.14 The Contractor is advised that all bypass pumping shall be coordinated with the Public Works Department. All pumping equipment, piping, operation and clean up is the sole responsibility of the Contractor.
- 1.15 All unit pricing shall remain valid for the duration of the contract.

- 1.16 Florida Sales Tax on materials, as well as all other customary taxes on construction activities, shall be paid for by the Contractor at no additional expense to the Owner.
- 1.17 All service outages shall be coordinated through the Public Works Department. Provisions shall be made for extended outages provisions may include temporary piping and services or alternative means of maintaining potable water service for affected residents. It is the Contractor's responsibility to notify the homeowner's of any potential impacts resulting from construction activities. The contractor shall document all notification procedures and provide written notification to the residents which specifically describe time frames for scheduled outages. Any claims for damages resulting from construction activities are the sole responsibility of the contractor.
- 1.18 The Contractor will set up an account and pay for all water used in the construction of the proposed improvements.
- 1.19 Construction shall be limited to weekday 'day light' working hours. No weekend, night time or holiday work shall be performed without obtaining permission in advance from the Project Engineer.
- 1.20 The Contractor must submit a work plan and traffic control plan in writing prior to commencement of work. The plan is subject to the approval of the fire department, police department, public works department and the Engineer.
- 1.21 The Contractor shall schedule his work in a manner that will result in a continuous process from commencement through completion. The intention of this requirement is to complete an area once work has commenced and avoid skipping from one site to another and disrupting several areas of the City simultaneously.
- 1.22 The Contractor must maintain access to driveways while construction is in progress.
- 1.23 This work may have an impact upon system customers. The Contractor shall have someone on call to take emergency calls on a 24 hour per day seven day per week basis. This individual will be able to respond to emergency calls from City personnel.

END OF SECTION

SECTION 01 31 19
PROJECT MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. The Contractor shall coordinate with the Engineer to schedule and administer the preconstruction meeting, resident meeting, utility coordination, periodic progress meetings, and specifically called meetings throughout the progress of the Work.
2. The Engineer shall:
 - a. Prepare agenda for meetings.
 - b. Make physical arrangements for meetings.
 - c. Preside at meetings.
 - d. Take and distribute meeting minutes.
3. The Contractor shall:
 - a. Attend all meetings along with pertinent subcontractors and suppliers.
 - b. Appoint attendees who are qualified and authorized to act on behalf of the entity each represents.
 - c. Provide requested information at meetings.
4. The Owner shall:
 - a. Attend meetings to ascertain that the Work is expedited consistent with Contract Documents and construction schedules.

B. RELATED REQUIREMENTS DESCRIBED ELSEWHERE:

1. Section 01 32 16 - Construction Progress Schedules
2. Section 01 33 23 - Shop Drawings, Product Data, and Samples
3. Section 01 78 39 - Project Record Documents

1.02 PRECONSTRUCTION MEETING

- A. Purpose: To initiate coordination of contractual requirements prior to start of work.
- B. Scheduling: Engineer will schedule a preconstruction meeting after execution of the Contract. Invites shall be sent via electronic mail.

- C. Location: A local site, convenient for all parties, designated by the Engineer.
- D. Attendance:
1. Owner's representative.
 2. Engineer and his sub-consultants.
 3. Resident project representative.
 4. Contractor and his superintendent.
 5. Major subcontractors.
 6. Representatives of major suppliers and manufacturers, as appropriate.
 7. Governmental and franchised utility representatives, as appropriate.
 8. Permit agency representatives, as appropriate.
 9. Funding agency representatives, as appropriate.
 10. Others as requested by the Contractor, Owner, and Engineer.
- E. Suggested Agenda:
1. Introductions and Roles
 2. Contract Execution and Dates
 - a. Contracts
 - b. Contract Time/Dates
 - c. Copies of Conformed Documents
 3. Communications
 - a. Lines of Communication
 - b. Coordination Meetings
 - c. Contact List
 - d. Requests for Information (RFIs)
 4. Preconstruction Matters
 - a. Submittals
 - b. Material Acquisition
 - c. Mobilization
 - d. Permitting
 5. Construction/Coordination
 - a. Working Days/Hours
 - b. Change Orders
 - c. Locating Existing Facilities

- d. Demolition
- e. Testing
- f. Updated Schedules

6. Pay Requests

- a. Process
- b. Schedule of Values
- c. Stored Materials
- d. Preliminary As-Builts

7. Contract Closeout

- a. Substantial Completion
- b. Punch-list
- c. Final Acceptance
- d. Warranty
- e. Final Payment

1.03 RESIDENT MEETING(S)

- A. Purpose: To present construction approach to effected residents and to allow residents to ask questions concerning such.
- B. Scheduling: Engineer/Owner will schedule resident meeting(s) after preconstruction meeting is held, but before construction begins. Invites shall be distributed via electronic mail and hard copy flyers. Contractor shall assist in the distribution of flyers.
- C. Location: A local site, convenient for all parties, designated by the Engineer/Owner.
- D. Attendance:
 - 1. Owner's representative.
 - 2. Engineer.
 - 3. Resident project representative.
 - 4. Contractor and his superintendent.
 - 5. Major subcontractors, as appropriate.
 - 6. Residents.
- E. Suggested Agenda: To be determined by Engineer/Owner

1.04 UTILITY COORDINATION MEETING(S)

- A. Purpose: To discuss the coordination of the construction with existing and proposed utilities.
- B. Scheduling: Engineer will schedule utility coordination meeting(s) as needed. These meetings may be held in conjunction with Progress Meetings. Invites shall be distributed via electronic mail.
- C. Location: A local site, convenient for all parties, designated by the Engineer.
- D. Attendance:
 - 1. Owner's representative.
 - 2. Engineer.
 - 3. Resident project representative.
 - 4. Contractor and his superintendent.
 - 5. Major subcontractors, as appropriate.
 - 6. Utility representatives.
- E. Suggested Agenda: To be determined by Engineer.

1.05 PROGRESS MEETINGS

- A. Purpose: To discuss the progress of the construction and projected work activities.
- B. Scheduling: Engineer will schedule progress meetings on a regular basis at a minimum frequency of once per week and at a maximum frequency of once per month. Invites shall be distributed via electronic mail.
- C. Location: A local site, convenient for all parties, designated by the Engineer.
- D. Attendance:
 - 1. Owner's representative.
 - 2. Engineer and sub-consultants, as appropriate.
 - 3. Resident project representative.
 - 4. Contractor and his superintendent.
 - 5. Major subcontractors, as appropriate.
 - 6. Utility representatives, as appropriate.
 - 7. Permit agency representatives, as appropriate.
 - 8. Funding agency representatives, as appropriate.

E. Suggested Agenda:

1. Work progress since last meeting
2. Work scheduled this period
3. Field observations, problems and conflicts.
4. Construction schedule
 - a. Status of current schedule
 - b. Issues impacting schedule
 - c. Fabrication and delivery schedules
 - d. Corrective measures to regain projected schedule
5. Submittals
6. RFIs
7. Pending Changes and Substitutions
8. Quality Control
9. Pay Requests
10. Other Business

PART 2- PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 32 16
CONSTRUCTION PROGRESS SCHEDULES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Promptly after award of the Contract, prepare and submit to the Engineer estimated construction progress schedules demonstrating complete fulfillment of all Contract requirements utilizing a Critical Path Method (hereinafter referred to as CPM) in planning, coordinating, and performing the Work under this Contract (including all activities of subcontractors, equipment vendors, and suppliers). The principles and definition of CPM terms used herein shall be as set forth in the Associated General Contractors of America (AGC) publication, The Use of CPM in Construction, A Manual for General Contractors and the Construction Industry, latest edition, but the provisions of this Specification shall govern the planning, coordinating, and performance of the Work.
2. Submit revised progress schedules on a monthly basis. No partial payments shall be approved until there is an approved construction progress schedule on hand.

B. Related Requirements Described Elsewhere:

1. Conditions of the Contract.
2. Section 01 11 00 - Summary of Work
3. Section 01 31 19 - Project Meetings
4. Section 00 62 76 - Application for Payment
5. Section 01 33 23 - Shop Drawings, Project Data, and Samples
6. Section 01 29 73 - Schedule of Values

1.02 QUALIFICATIONS

- A. A statement of computerized CPM capability shall be submitted in writing prior to the award of the Contract and shall verify that either Contractor's organization has in-house capability to use the CPM technique or that Contractor will employ a CPM consultant who is so qualified.
- B. In-house capability shall be verified by description of construction projects to which Contractor or Contractor's consultant has successfully applied computerized CPM and shall include at least two (2) projects valued at least half the expected value of this project.

1.03 FORM OF SCHEDULES

- A. Prepare schedules in the form of a horizontal bar chart.
 - 1. Provide a separate horizontal bar for each trade or operation within each structure or item.
 - 2. Horizontal time scale:
 - a. Show starting and completion dates for each activity in terms of the number of days after Notice to Proceed. All completion dates shown shall be within the period specified for contract completion.
 - b. Identify the first workday of each month.
 - 3. Scale and Spacing: Sufficient to allow space for notations and future revisions.
 - 4. Maximum Sheet Size: 24 inches by 36 inches.
- B. Format of Listings: The chronological order of the start of each item of work for each structure.
- C. Identification of Listings: By major specification section numbers as applicable and by utility.
- D. Construction Progress Schedules shall be computer generated using software equal to Microsoft Project, Primavera Project Planner for Windows by Primavera Systems, Inc., Bala Cynwyd, P.A., or approved equal.

1.04 CONTENT OF SCHEDULES

- A. Construction Progress Schedule:
 - 1. Show the complete sequence of construction by activity and by structure.
 - 2. Show the dates for the beginning and completion of each major element of construction in no more than a two (2) week increment scale. Specifically, list, but do not limit to:
 - a. Shop Drawing Schedule.
 - b. Installation of temporary facilities.
 - c. Clearing.

- d. Demolition
 - e. Subcontractor work
 - f. Utility Installations
 - g. Paving
 - h. Start-Up
 - i. Project closeout
 - 3. Show projected percentage of completion for each item, as of the first day of each month.
 - 4. Show projected dollar cash flow requirements for each month of construction and for each activity as indicated by the approved Schedule of Values.
 - B. Submittals for construction progress schedules shall be in accordance with Section 01 33 23: Shop Drawings, Product Data, and Samples. Indicate on the schedule the following:
 - 1. The dates for Contractor's submittals.
 - 2. The date submittals will be required for Owner-furnished products, if applicable.
 - 3. The date approved submittals will be required from the Engineer.
 - C. A typewritten list of all long lead items (equipment, materials, etc.).
 - D. To the extent that the progress schedule or any revised progress schedule shows anything not jointly agreed upon or fails to show anything jointly agreed upon, it shall not be deemed to have been approved by the Engineer. Failure to include any element of work required for the performance of this Contract shall not excuse the Contractor from completing all work required within any applicable completion date, notwithstanding the Engineer's approval of the progress schedule.
 - E. Scheduling Constraints: The work within Owner's property must be completed within the maximum number of days start to finish, as indicated in the Contract. Additionally, work must proceed on a continuous basis, without stoppages, except for nights and weekends. There shall be no lapses between phases of construction.
- 1.05 PROGRESS REVISIONS
- A. Indicate progress of each activity to date of submission.
 - B. Show changes occurring since previous submission of schedule:
 - 1. Major changes in scope.
 - 2. Activities modified since previous submission.

3. Revised projections of progress and completion.
 4. Other identifiable changes.
- C. Provide a narrative report as needed to define:
1. Problem areas, anticipated delays, and the impact on the schedule.
 2. Corrective action recommended, and its effect.
 3. The effect of changes on schedules of other prime contractors.
- D. If the Work falls behind the critical path schedule by two (2) weeks or more, the Contractor shall prepare a recovery schedule.

1.06 SUBMISSIONS

A. Submittal Requirements.

1. Logic network and/or time-phased bar chart, computer generated.
2. Computerized network analysis:
 - a. Sort by early start
 - b. Sort by float
 - c. Sort by predecessor/successor
3. Narrative description of the logic and reasoning of the schedule.

B. Time of Submittals.

Within ten (10) working days after Notice to Proceed, Contractor shall submit a network diagram describing the activities to be accomplished in the project and their dependency relationships, (predecessor/successor) as well as a tabulated schedule as herein defined. The total length of time indicated on the initial CPM schedule shall equal the exact number of days in the Contract Time as defined in Agreement. The schedule produced and submitted shall also indicate calendar dates, including project starting and completion dates, based on the Contract Commencement and completion dates indicated in the Notice to Proceed. The Engineer will complete the review of the complete schedule within fifteen (15) working days after receipt. During the review process, the Engineer may meet with a representative of Contractor to review the proposed plan and schedule to discuss any clarifications that may be necessary.

- C. Within ten (10) working days after the conclusion of the Engineer's review period, Contractor shall revise the network diagram as required and resubmit the network diagram and a tabulated schedule produced therefrom. The revised network diagram and tabulated

schedule shall be reviewed and accepted or rejected by the Engineer within fifteen (15) working days after receipt. The network diagram and tabulated schedule, when accepted by the Engineer, shall constitute the project work schedule unless a revised schedule is required due to substantial changes in the Work, a change in Contract Time or a recovery schedule is required and requested.

- D. Acceptance. The finalized schedule will be acceptable to the Engineer when, in the opinion of the Engineer, it demonstrates an orderly progression of the Work to completion in accordance with the Contract Documents. Such acceptance will neither impose on the Engineer responsibility for the progress or scheduling of the Work nor relieve Contractor from full responsibility, therefore. The finalized schedule of shop drawing submittals will be acceptable to the Engineer when, in the opinion of the Engineer, it demonstrates a workable arrangement for processing the submittals in accordance with the requirements. The finalized Schedule of Values (lump sum price breakdown), as applicable, will be acceptable to the Engineer as to form and content when, in the opinion of the Engineer, it demonstrates a substantial basis for equitably distributing the Contract Price. When the network diagram and tabulated schedule have been accepted, the Contractor shall submit to the Engineer six (6) copies of the time-scaled network diagram, six (6) copies of a computerized tabulated schedule in which the activities have been sequenced by numbers, six (6) copies of a computerized tabulated schedule in which the activities have been sequenced by early starting date, and six (6) copies of a computerized, tabulated schedule in which activities have been sequenced by total float, and six (6) copies sorted by predecessor/successor.
- E. Revised Work Schedules. Contractor, if requested by the Engineer, shall provide a revised work schedule if, at any time, the Engineer considers the completion date to be in jeopardy because of "activities behind schedule." The revised work schedule shall include a new diagram and tabulated schedule conforming to the requirements of Paragraph 1.09 herein, designed to show how Contractor intends to accomplish the Work to meet the completion date. The form and method employed by Contractor shall be the same as for the original work schedule. No payment will be made if activities fall more than two (2) weeks behind schedule and a revised work schedule is not furnished.
- F. Schedule Revisions. The Engineer may require Contractor to modify any portions of the work schedule that become infeasible because of "activities behind schedule" or for any other valid reason. An activity that cannot be completed by its original latest completion date shall be deemed to be behind schedule. No change may be made to the sequence, duration, or relationships of any activity without approval of the Engineer.

1.07 DISTRIBUTION

- A. Distribute copies of the reviewed schedules to:
1. Engineer.
 2. Jobsite file.
 3. Subcontractors.
 4. Other concerned parties.
 5. Owner (two copies).
- B. Instruct recipients to report promptly to the Contractor, in writing, any problems anticipated by the projections shown in the schedules.

1.08 CHANGE ORDERS

- A. Upon approval of a change order, the approved changes shall be reflected in the next scheduled revision or update submittal of the construction progress schedule by the Contractor.

1.09 CPM STANDARDS

- A. CPM, as required by this Section, shall be interpreted to be generally as outlined in the Associated General Contractors (AGC) publication, The Use of CPM in Construction, A Manual for General Contractors and the Construction Industry, Copyright 1976.
- B. Work schedules shall include a graphic network and computerized, tabulated schedules as described below. To be acceptable the schedule must demonstrate the following:
1. A logical succession of work from start to finish.
 2. Definition of each activity. Activities shall be identified by major specification section numbers, as applicable, and by major utility.
 3. A logical flow of work crews/equipment (crews are to be defined by manpower category and man-hours; equipment by type and hours).
 4. Show all work activities and interfaces including submittals as well as major material and equipment deliveries.

C. Networks.

1. The CPM network, or diagram, shall be in the form of a time-scaled diagram of the customary activity-on-type and may be divided into a number of separate pages with suitable notation relating the interface points among the pages. Notation on each activity line shall include a brief work description and duration, as described in Paragraph 1.09, D. herein.
2. All construction activities and procurement shall be indicated in a time-scaled format, and a calendar shall be shown on all sheets along the entire sheet length. Each activity arrow shall be plotted so the beginning and completion dates of said activity can be determined graphically by comparison with the calendar scale. All activities shall be shown using the symbols that clearly distinguish between critical path activities, non-critical path activities, and float for each non-critical activity. All non-critical path activities shall show estimated performances time and float time in scaled form.

- D. The duration indicated for each activity shall be in calendar days and shall represent the single best time considering the scope of the work and resources planned for the activity including time for inclement weather. Except for certain non-labor activities, such as curing concrete or delivering materials, activity durations shall not exceed fourteen (14) days nor be less than one (1) day unless otherwise accepted by the Engineer.

- E. Tabulated Schedules. The initial schedule shall include the following minimum data for each activity.

1. Activity Beginning and Ending Numbers (i-j numbers) (single activity numbers may be used).
2. Duration.
3. Activity Description.
4. Early Start Date (Calendar Dated).
5. Late Start Date (Calendar Dated).
6. Early Finish Date (Calendar Dated).
7. Late Finish Date (Calendar Dated).
8. Identified Critical Path.
9. Total Float (Note: No activity may show more than 20 days float).
10. Cost of Activity.
11. Equipment Hours, by type; Man-Power Hours, by crew or trade.

- F. Project Information. Each tabulation shall be prefaced with the following summary data:

1. Project Name.
2. Contractor.

3. Type of Tabulation (Initial or Updated).
4. Project Duration.
5. Project Scheduled Completion Date.
6. Effective or Starting Date of the Schedule.
7. New Project Completion Date and Project Status (if an updated or revised schedule).
8. Actual Start Date and Actual Finish Date (for all updated schedules.)

1.10 SCHEDULE MONITORING

- A. At not less than monthly intervals or when specifically requested by Engineer, Contractor shall submit to the Engineer a computer printout of an updated schedule for those activities that remain to be completed. Typically, the updated schedule will be submitted with the application for payment as specified below.
- B. The updated schedule shall be submitted in the form, sequence, and number of copies requested for the initial schedule.

1.11 PROGRESS MEETINGS

- A. For the monthly progress meeting, Contractor shall submit a revised CPM schedule and a three-week look-ahead schedule, showing all activities completed, in progress, uncompleted, or scheduled to be worked during the weeks. The three weeks include the current week plus the next two weeks. All activities shall be from the approved CPM and must be as shown on the CPM unless behind or ahead of schedule. One copy of the revised CPM schedule shall be submitted with each copy of that month's application for payment, electronically in color.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 32 33
PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. Scope of Work: The Contractor shall employ a competent photographer to take construction record photographs and video recording prior to start of the Work, periodically during the course of the Work, and following the completion of the Work.
- B. Summary: This Section includes administrative and procedural requirements for the following
 - 1. Preconstruction photographs
 - 2. Preconstruction video recordings
 - 3. Periodic Construction ground and aerial photographs
 - 4. Periodic Construction video recordings
 - 5. Completion construction photographs
 - 6. Web-based construction photographic documentation
- C. Related Requirements Described Elsewhere:
 - 1. Section 01 00 00 - General Requirements
 - 2. Section 01 11 00 - Summary of Work
 - 3. Section 01 30 00 - Administrative Requirements
 - 4. Section 01 78 39 - Project Record Documents
- D. Photographs and videos shall be taken in conformance with this Section and shall be furnished to the Engineer with each pay request. Failure to comply will result in rejection of pay request.

1.02 INFORMATIONAL SUBMITTALS

- A. Key Plan: Submit key plan of the Project site and building with notation of vantage points marked for location and direction of each photograph. Indicate elevation or story of construction. Include the same information as corresponding photographic documentation.
- B. Digital Photographs: Submit image files within three (3) days of taking photographs
 - 1. Digital Camera: Minimum sensor resolution of 8 megapixels

2. Format: Minimum 3200 by 2400 pixels, in unaltered original files, with same aspect ratio as the sensor, uncropped, date and time stamped, in folder named by date of photograph accompanied by key plan file.
 3. Identification: Provide the following information with each image description in file metadata tag:
 - a. Name of Project
 - b. Name and contact information for photographer
 - c. Name of Architect
 - d. Name of Contractor
 - e. Date photograph was taken
 - f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
 - g. Unique sequential identifier keyed to accompanying key plan.
- C. Construction Photographs: Submit two (2) prints of each photographic view within seven (7) days of taking photographs.
1. Format: electronic submittal to Engineer
 2. Identification: With each submittal, provide the following information:
 - a. Name of Project.
 - b. Name and contact information for photographer.
 - c. Name of Architect and Construction Manager.
 - d. Name of Contractor.
 - e. Date photograph was taken if not date stamped by camera.
 - f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
 - g. Unique sequential identifier keyed to accompanying key plan.
- D. Video Recordings: Submit video recordings within seven (7) days of recording.
1. Submit video recordings in digital video disc format acceptable to Architect by posting to Web-based photographic documentation service provider's Web site.
 2. Identification: With each submittal, provide the following information:
 - a. Name of Project.
 - b. Name and address of photographer.
 - c. Name of Architect and Construction Manager.
 - d. Name of Contractor.
 - e. Date video recording was recorded.

- f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
 - g. Weather conditions at time of recording.
- E. Web-Based Photographic Documentation: Submit time-lapse sequence video recordings simultaneously with recording within seven (7) days of recording.
 - 1. Submit time-lapse sequence video recordings by posting to Web-based photographic documentation service provider's Web Site, identify the posting location. A digital video disc is required monthly.
 - 2. Identification: For each recording, provide the following information:
 - a. Name of Project.
 - b. Name and contact information for photographer.
 - c. Name of Architect and Construction Manager.
 - d. Name of Contractor.
 - e. Date(s) and time(s) video recording was recorded.
 - f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
 - g. Weather conditions at time of recording.

1.03 COST OF PHOTOGRAPHY

- A. The Contractor shall pay costs for specified ground and aerial photography, videography, and web-based documentation.

1.04 QUALITY ASSURANCE

- A. Photographer Qualifications: An individual who has been regularly engaged as a professional photographer of construction projects for not less than three years.
- B. Digital photographs may be taken by the Contractor's personnel but must be of professional quality as herein specified. Photographs which are deemed unsatisfactory will be rejected and retakes will be required.
- C. Web-Based Photographic Documentation Service Provider: A firm specializing in providing photographic equipment, Web-based software, and related services for construction projects with record of providing satisfactory services similar to those required for the Project.

1.05 USAGE RIGHTS

- A. Obtain and transfer copyright usage rights from the Photographer to the Owner for unlimited reproduction of photographic documentation.

PART 2 - PRODUCTS

2.01 PHOTOGRAPHIC MEDIA

- A. Digital Images: Provide images in JPG format, produced by a digital camera with minimum sensor size of 8 megapixels, and at an image resolution of not less than 3200 by 2400 pixels.
- B. Digital Video Recordings: Provide high- resolution digital video disc in format acceptable to Architect.

2.02 WEB-BASED PHOTOGRAPHIC DOCUMENTATION

- A. Project Camera: Provide fixed exterior camera installation, mounted to provide unobstructed view of construction site from location approved by Architect.
 - 1. Provide fixed-location camera(s), with the following characteristics:
 - a. Static View, remotely controllable view with mouse click user navigation for horizontal pan, vertical tilt and optical zoom of 500 percent minimum.
 - b. Capable of producing minimum 3.0-megapixel pictures
 - c. Provide power supply, active high-speed data connection to service provider's network, and static IP address for each camera.
- B. Wireless Hand-Held Cameras: Provide portable camera system capable of producing images complying with requirements in this Section, with wireless transmission to service provider's network enabling a live image stream viewable by multiple parties.
 - 1. Provide battery charger, spare battery pack, base station hub, and base station connections in a number and distribution adequate to enable wireless camera operation throughout Project site.
 - 2. Provide power supply, active high-speed data connection to service provider's network, and static public IP address at base station hub and base station connections.
- C. Web-Based Image Access: Password-protected access for Project team administered by Contractor, providing current image access and archival image access by date and time,

with images downloadable to viewer's device.

1. Provide public viewer open access to most recent project camera image.

PART 3 - EXECUTION

3.01 CONSTRUCTION PHOTOGRAPHS

- A. Photographer: Engage a qualified photographer to take construction photographs.
- B. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.
 1. Maintain key plan with each set of construction photographs that identifies each photographic location.
- C. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
 1. Date and Time: Include date and time in file name for each image.
 2. Field Office Images: Maintain one (1) set of images accessible in the field office at Project site, available always for reference. Identify images in the same manner as those submitted to Architect and Construction Manager.
- D. Preconstruction Photographs: Before starting construction, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Architect and Construction Manager.
 1. Flag excavation areas and construction limits before taking construction photographs.
 2. Take twenty (20) photographs to show existing conditions adjacent to property before starting the Work.
 3. Take twenty (20) photographs of existing buildings either on or adjoining property to accurately record physical conditions at start of construction.
 4. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.
- E. Periodic Construction Photographs: Take twenty (20) photographs weekly, with timing each month adjusted to coincide with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.

- F. Architect and Construction Manager - Directed Construction Photographs: From time to time, Architect and Construction Manager will instruct photographer about number and frequency of photographs and general directions on vantage points. Select actual vantage points and take photographs to show the status of construction and progress since last photographs were taken.

- G. Time-Lapse Sequence Construction Photographs: Take twenty (20) photographs as indicated, to show status of construction and progress since last photographs were taken.
 - 1. Frequency: Take photographs weekly, with timing each month adjusted to coincide with the cutoff date associated with each Application for Payment.
 - 2. Vantage Points: Following suggestions by Architect and Construction Manager and Contractor, photographer to select vantage points. During each of the following construction phases, take not less than two of the required shots from same vantage point each time to create a time-lapse sequence as follows:
 - a. Commencement of the Work, through completion of subgrade construction.
 - b. Above-grade structural framing.
 - c. Exterior building enclosure.
 - d. Interior Work, through date of Substantial Completion.

- H. Final Completion Construction Photographs: Take twenty (20) color photographs after date of Substantial Completion for submission as project record documents. Architect and Construction Manager will inform photographer of desired vantage points.
 - 1. Do not include date stamp.

- I. Additional Photographs: Architect or Construction Manager may request photographs in addition to periodic photographs specified. Additional photographs will be paid for by Change Order and are not included in the Contract Sum.
 - 1. Three days' notice will be given, where feasible.
 - 2. In emergency situations, take additional photographs within 24 hours of request.
 - 3. Circumstances that could require additional photographs include, but are not limited to, the following:
 - a. Special events planned at Project site.
 - b. Immediate follow-up when on-site events result in construction damage or losses.
 - c. Photographs to be taken at fabrication locations away from Project site. These photographs are not subject to unit prices or unit-cost allowances.
 - d. Substantial Completion of a major phase or component of the Work.

- e. Extra record photographs at time of final acceptance.
 - f. Owner's request for special publicity photographs.
- J. Periodic Aerial Construction Photographs: Provide at least two (2) aerial photographs monthly, coinciding with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.

3.02 CONSTRUCTION VIDEO RECORDINGS

- A. Video Recording Photographer: Engage a qualified videographer to record construction video recordings. Time must be accurate and continuously generated.
- B. Recording: Mount camera on tripod before starting recording unless otherwise necessary to show area of construction. Display continuous running time and date. At start of each video recording, record weather conditions from local newspaper or television and the actual temperature reading at Project site.
- C. Narration: Describe scenes on video recording by dubbing audio narration off-site after video recording is recorded. Include description of items being viewed, recent events, and planned activities. At each change in location, describe vantage point, location, direction (by compass point), and elevation or story of construction.
 - 1. Confirm date and time at beginning and end of recording.
 - 2. Begin each video recording with name of Project, Contractor's name, videographer's name, and Project location.
- D. Transcript: Provide a typewritten transcript of the narration. Display images and running time captured from video recording opposite the corresponding narration segment.
- E. Preconstruction Video Recording: Before starting construction, record video recording of Project site and surrounding properties from different vantage points, as directed by Architect and Construction Manager.
 - 1. Flag excavation areas and construction limits before recording construction video recordings.
 - 2. Show existing conditions adjacent to Project site before starting the Work.
 - 3. Show existing buildings either on or adjoining Project site to accurately record physical conditions at the start of construction.
 - 4. Show protection efforts by Contractor.
- F. Periodic Construction Video Recordings: Record video recording monthly, coinciding

weekly, with timing each month adjusted to coincide with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last video recordings were recorded. Minimum recording time shall be thirty (30) minutes(s).

- G. Time-Lapse Sequence Construction Video Recordings: Record video recording to show status of construction and progress.
1. Frequency: During each of the following construction phases, set up video recorder to automatically record one frame of video recording every five (5) minutes, from same vantage point each time, to create a time-lapse sequence of thirty (30) minutes in length as follows:
 - a. Commencement of the Work, through completion of subgrade construction.
 - b. Above-grade structural framing.
 - c. Exterior building enclosure.
 2. Timer: Provide timer to automatically start and stop video recorder so recording occurs only during daylight construction work hours.
 3. Vantage points: Following suggestions by Architect and Construction Manager and Contractor, photographer shall select vantage points.

3.03 WEB-BASED CONSTRUCTION PHOTOGRAPHIC DOCUMENTATION

- A. Live Streaming Construction Site Images: Provide Web-accessible image of current site image from fixed, viewer-controlled, location camera(s), updated at fifteen (15) minute intervals during daytime operation.
- B. Time-Lapse Sequence Construction Site Recordings: Provide video recording from a fixed location camera to show status of construction and progress.
1. Frequency: Record one (1) frame of video recording every fifteen (15) minutes, from same vantage point each time, to create a time-lapse sequence of construction activities.
 2. Timer: Provide timer to automatically start and stop video recorder so recording occurs only during daylight construction work hours.
- C. Maintain cameras and Web-based access in good working order according to Web-based construction photographic documentation service provider's written instructions until final completion. Provide for service of cameras and related networking devices and software.

PART 4 – DELIVERY

4.01 PHOTOGRAPHS AND VIDEOS

- A. Photographs and videos will be delivered electronically following specifications above with a coordinating log, to the Engineer as attachment to Application for Payment.
- B. Distribution of construction photographs, as soon as processed, is anticipated to be as follows:
 - 1. Engineer one (1) set.
 - 2. Project record file one (1) set to be stored by Contractor until the end of the project which shall then be delivered with Project Record Documents as specified in Section 01 78 39.
 - 3. Contractor one (1) set.

END OF SECTION

SECTION 01 33 23
SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The Contractor shall submit to the Engineer for review and approval, such working drawings, shop drawings, test reports and data on materials and equipment, and material samples materials list, certificates and affidavits as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.
- B. Within twenty (20) calendar days after the Effective Date of the Agreement, the Contractor shall submit to the Engineer a complete materials list of preliminary data on items for which Shop Drawings are to be submitted. Included in this materials list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way be expressed or implied relief to the Contractor from submitting complete Shop Drawings and providing material, equipment, etc., fully in accordance with the Specifications. This procedure is required in order to expedite final review of Shop Drawings.
- C. The Contractor shall maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting with the Owner and the Engineer. This log shall include the following items:
 - 1. Submittal-Description and Number assigned.
 - 2. Date to Engineer
 - 3. Date returned to Contractor (from Engineer).
 - 4. Status of Submittal (Approved, Approved as Noted, Not Approved/Resubmit).
 - 5. Date of Re submittal and Return (as applicable).
 - 6. Date material release (for fabrication).
 - 7. Projected date of fabrication.
 - 8. Projected date of delivery to site.
 - 9. Status of O&M manuals submitted.
 - 10. Specification Section.
 - 11. Drawings Sheet Number.

D. Related Work Specified Elsewhere

1. Section 01 60 00: Product Requirements

1.02 CONTRACTOR'S RESPONSIBILITY

- A. It is the duty of the Contractor to check all drawings, data and samples prepared by or for him before submitting them to the Engineer for review. Each and every copy of the drawings and data shall bear Contractor's stamp and signature showing that they have been so checked. Shop drawings submitted to the Engineer without the Contractor's stamp and signature will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents. If the Contractor takes exception to the specifications, the Contractor shall note the exception in the letter of transmittal to the Engineer. Shop drawings submittals shall not be used as a vehicle for requesting approval of substitute or alternative equipment and materials. Substitution requests will be considered only when submitted in accordance with the applicable provisions of Section 01 60 00.
- B. Determine and Verify:
1. Field measurements
 2. Field construction criteria
 3. Catalog numbers and similar data
 4. Conformance with Specifications
- C. The Contractor shall furnish the Engineer a schedule of Shop Drawings submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.
- D. The Contractor shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him, by the Engineer, with approval.
- E. The Contractor shall submit to the Engineer all drawings and schedules sufficiently in advance of construction requirements to provide no less than thirty (30) calendar days for checking and appropriate action from the time the Engineer receives them.
- F. All submittals shall be accompanied by a transmittal letter prepared in duplicate containing the following information:
1. Date

2. Project Title and Number
 3. Contractor's name and address
 4. Notification of deviations from Contract Documents
 5. Submittal Log Number conforming to Specification Section Numbers.
- G. The Contractor shall submit an electronic copy of descriptive or product data submittals/drawings to the Engineer. The Engineer will review the submittals/drawings and return to the Contractor the electronically marked-up submittals/drawings with appropriate review comments.
- H. Once submittals/drawings are approved, they are to be distributed electronically to:
1. Owner
 2. Engineer
 3. Contractor
- I. The Contractor shall be responsible for and bear all costs of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by Engineer of the necessary shop drawings.
- J. The Contractor shall be fully responsible for observing the need for and making any changes in the arrangement of piping, connections, wiring, manner of installation, etc., which may be required by the materials/equipment he proposed to supply both as pertaining to his own work and any work affected under other parts, headings, or divisions of Drawings and Specifications.

1.03. ENGINEER'S REVIEW OF SHOP DRAWINGS

- A. The Engineer's review of drawings, data and samples submitted by the Contractor will cover only general conformity to the Specifications, external connections, and dimensions which affect the installation. The Engineer's review and exceptions, if any, will not constitute an approval of dimensions, quantities, and details of the material, equipment, device, or item shown.
- B. The review of drawings and schedules will be general, and shall not be construed:
1. As permitting any departure from the Contract requirements;
 2. As relieving the Contractor of responsibility of any errors, including details, dimensions, and materials;

3. As approving departures from details furnished by the Engineer, except as otherwise provided herein.
- C. If the drawings or schedules as submitted describe variations and show a departure from the Contract requirements which Engineer finds to be in the interest of the Owner and to be so minor as not to involve a change in Contract Price or time for performance, the Engineer may return the reviewed drawings, without noting an exception.
- D. When reviewed by the Engineer, each of the Shop Drawings will be identified as having received such review, being so stamped and dated. Shop Drawings stamped "NOT APPROVED/RESUBMIT" and with required corrections shown will be returned to the Contractor for correction and re-submittal.
- E. Re submittals will be handled in the same manner as first submittals. On Re submittals the Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, to revisions other than the corrections requested by the Engineer on previous submissions. The Contractor shall make any corrections required by the Engineer.
- F. If the Contractor considers any correction indicated on the drawings to constitute a change to the Contract Drawings or Specifications, the Contractor shall give written notice thereof to the Engineer.
- G. Shop drawings and submittal data shall be reviewed by the Engineer for each original submittal and first Re submittal; thereafter review time for subsequent Re submittals shall be charged to the Contractor in accordance with the terms of the Engineer's Agreement with the Owner.
- H. When the Shop Drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the Engineer.
- I. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor for Re submittal. Unless otherwise specifically permitted by the Engineer, make all submittals in groups containing all associated items for:
 1. Systems
 2. Processes

3. As indicated in Specifications Sections. All drawings, schematics, manufacturer's product data, certifications and other shop drawing submittals required by a system specification shall be submitted at one time as a package to facilitate interface checking.

1.04 SHOP DRAWINGS

- A. When used in the Contract Documents, the term "shop drawings" shall be considered to mean Contractor's plans for materials and equipment which become an integral part of the Project. These drawings shall be completed and detailed. Shop drawings shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer's scale drawing, and wiring and control diagrams. Cuts, catalogs, pamphlets, descriptive literature, and performance and test data shall be considered only as supportive to required shop drawings as defined above. As used herein, the term "manufactured" applied to standard units usually mass-produced; and "fabricate" means items specifically assembled or made out of selected materials to meet individual design requirements.
- B. Manufacturer's catalog sheets, brochures, diagrams, illustrations and other standard descriptive data shall be clearly marked to identify pertinent materials, product or models. Delete information which is not applicable to the Work by striking or cross-hatching.
- C. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the Engineer and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.
- D. Each shop drawing shall have a transmittal sheet. The transmittal sheet shall display the following:
 1. Project title and number
 2. Name of project building or structure
 3. Number and title of the shop drawing
 4. Date of shop drawing or revision
 5. Name of Contractor and subcontractor submitting drawing
 6. Supplier/manufacturer
 7. Separate detailer when pertinent
 8. Specification number
 9. Drawing number

A Letter of Transmittal Excel document shall be provided to the Contractor per request.

[Contractor Company Logo]		[Contractor Company Name]		LETTER OF TRANSMITTAL	
		[Address]			
		[Address]			
		[Phone #]			
TO:		Mead & Hunt/QLH		DATE:	
ATTN:		Karen Gimbel	karen.gimbel@meadhunt.com	M&H PROJECT NO.	
				COUNTY BID NO.	
		-		RE:	
		-			
SUBMITTAL #	SPEC SECTION(S) #	SHEET(S) #		SUBMITTAL DESCRIPTION	
				SUPPLIER/MANUFACTURER	
Notification of deviations from Contract Documents:					

I hereby certify that the Contractor has satisfied Contractor's obligations under the Contract Documents relative to Contractor's review and approval of this submittal.

Signed:	
Type Name:	

- E. If drawings show variations from Contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such drawings have been reviewed.

- F. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material. Materials and equipment lists shall give, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish and all other pertinent data.
- G. For all mechanical and electrical equipment furnished, the Contractor shall provide a list including the equipment name, address and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained.
- H. All manufacturers or equipment suppliers who are proposed to furnish equipment or products shall submit an installation list to the Engineer along with the required shop drawings. The installation list shall include at least five (5) installations where identical equipment has been installed and has been in operation for a period of at least one (1) year.
- I. Only the Engineer will utilize the color "red" in marking shop drawing submittals.

1.05 WORKING DRAWINGS

- A. When used in the Contract Documents, the term "working drawings" shall be considered to mean the Contractor's plan for temporary structures such as temporary bulkheads, support of open cut excavation, support of utilities, ground water control systems, forming and false work; for underpinning; and for such other work as may be required for construction but does not become an integral part of the project.
- B. Copies of working drawings as noted in paragraph 1.05 A. above, shall be submitted to the Engineer where required by the Contract Documents or requested by the Engineer, and shall be submitted at least thirty (30) calendar days (unless otherwise specified by the Engineer) in advance of their being required for work.
- C. Working drawings shall be signed by a registered Professional Engineer, currently licensed to practice in the State of Florida and shall convey, or be accompanied by, calculation or other sufficient information to completely explain the structure, machine, or system described and its intended manner of use. Review of working drawings by the Engineer will not relieve the Contractor in any way from his responsibility with regard to the fulfillment of the terms of the Contract. All risks of error are assumed by the Contractor; the Owner and Engineer shall have no responsibility therefore.

1.06 SAMPLES

- A. The Contractor shall furnish, for the approval of the Engineer, samples required by the Contract Documents or requested by the Engineer. Samples shall be delivered to the Engineer as specified or directed. The Contractor shall prepay all shipping charges on samples. Materials or equipment for which samples are required shall not be used in work until approved by the Engineer.
- B. Samples shall be of sufficient size and quantity to clearly illustrate:
1. Functional characteristics of the product, with integrally related parts and attachment devices.
 2. Full range of color, texture and pattern.
 3. A minimum of two samples of each item shall be submitted.
- C. Each sample shall have a label indicating:
1. Name of project
 2. Name of Contractor and subcontractor
 3. Material or equipment represented
 4. Place of origin
 5. Name of producer and brand (if any)
 6. Location in project
 7. Submittal Number
- (Samples of finished materials shall have additional marking that will identify them under the finish schedules).
- D. The Contractor shall prepare a transmittal letter in triplicate for each shipment of samples containing the information required in paragraph 1.06 B. above. He shall enclose a copy of this letter with the shipment and send a copy of this letter to the Engineer. Approval of a sample shall be only for the characteristics or use names in such approval and shall not be construed to change or modify any Contract requirements.
- E. Approved samples not destroyed in testing shall be sent to the Engineer or stored at the site of work. Approved samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the approved samples. Samples which failed testing or were not approved will be returned to the Contractor at his expense, if so, requested at time of submission.

City of Holly Hill
Lift Station 10 Rehabilitation

1000710-191454.01

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

Attachment: ITB-WW-20-03_HH_Lift_Station_10_Bid_Set_Specifications_06.09.20_2 (2020-R-42 : Lift Station #10 Rehabilitation 20WW03

SECTION 01 45 29
TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Contractor will employ and pay for services of an Independent testing Laboratory to perform testing specifically indicated on the Contract Documents or specified in the Specifications herein and may at any other time elect to have materials and equipment tested for conformity with the Contract Documents.
2. Contractor shall cooperate with the laboratory to facilitate the execution of its required services.
3. Contractor shall provide engineer with all test results as indicated herein within five (5) days of receipt.

B. Related Requirements Described Elsewhere:

1. Testing laboratory inspection, sampling and testing is required for, but not limited to the following:
 - a. Section 31 23 00 - Excavation and Fill
 - b. Section 03 30 00 - Cast In Place Concrete
 - c. Section 33 05 05.31 - Hydrostatic Testing

C. The following schedule defines the responsibility for various tests.

<u>Test</u>	<u>Notes</u>	<u>Paid for By</u>
Soil Compaction	Pipe Work: every 300 ft. at each lift of compaction minimum. Beneath Structures: each 500 sq. ft. lift of compaction minimum and each lift around structures.	Contractor
Pressure	As specified in Section 33 05 05.31	Contractor

Bacteriological	As required by local and state agencies.	Contractor
LBR	Each 1500 SF of pavement (minimum).	Contractor
Concrete	Slump test each delivery and compression test five cylinders every 50 C.Y. (minimum).	Contractor

- D. Additional Tests: The Contractor shall pay for first tests as specified herein. In the event that first test samples do not meet the applicable material specification, the Contractor shall take measures to conform the material and equipment to the Specifications. All subsequent tests shall be paid for by the Contractor.

1.02 LABORATORY TESTS

- A. The materials listed below shall require advance and periodic laboratory tests as indicated, and shall be sampled in accordance with the methods of the A.S.T.M. and as directed by the Engineer. With the exception of concrete test cylinders and mixing water, duplicate advance samples of all materials requiring laboratory tests shall be submitted to the Engineer, one of which will be certified by the Engineer for submission to the testing laboratory and the other retained on the job site in suitable storage provided by the Contractor. Except as noted below, preliminary samples of materials for advance laboratory tests shall be submitted at least two weeks prior to starting delivery of such materials to the site of the project. The testing laboratory shall furnish both the Engineer and the Contractor with two copies of the reports showing the results of such tests, and the reports shall be considered as sufficient evidence of the acceptance or rejection of the quality of the materials tested. The specifications for, and the method of testing, will be found under the detailed specifications for the particular material involved. All samples shall be properly packed and clearly marked as to source and intended use.

MATERIALS	TEST FREQUENCY	SAMPLE SIZE	SHIPPING CONTAINER
Fine Aggregate	Advance, first shipment then each 100 tons	100 lbs.	Canvas Sack
Coarse Aggregate	Advance, first shipment then each 200 tons	Stone or Gravel 200 lbs.	Strong Sack
Concrete	Advance test using approved materials	4 cylinders per mix, 2 broken at 7 days, 2 at 28 days	
Concrete (b) Air Entrainment	Advance test on trial mix air entraining agent is used. Test as specified under Article 405 (e)		

1.03 TESTS

- A. The materials listed below shall be tested at the shop or plant of, and by, the producer. Each manufacturer of such materials shall be fully equipped to carry out the tests herein designated. Upon demand of the Engineer, the manufacturer shall perform such additional number of tests as the Engineer may deem necessary to establish the quality of the material offered for use. The Engineer shall be furnished with the certified records of reports of the results of all tests, such reports of records to contain a sworn statement that the tests have been made as specified.

MATERIAL	TEST METHOD
Cement	ASTM C114
Ductile Iron Pipe (Centrifugally Cast)	As required under ANSI A21.51-1176
Brick	ASTM C-32
Reinforcement	ASTM A-15 & A-305

1.04 FIELD TESTS

- A. All sewers, water lines, piping and equipment shall be tested in the field in the presence of the Engineer or his authorized assistant, in the manner prescribed in the sections of these specifications pertaining to such installations. The Engineer may also perform or have performed any other field tests necessary to determine compliance with the Contract requirements. The Contractor shall furnish all necessary labor, equipment, and materials for such tests and, with the exception of the Engineer's expenses, shall bear all the cost thereof.

1.05 PAVING TESTS

- A. The following tests will be made, unless otherwise stipulated by the Engineer, by a testing laboratory approved by the Engineer.

Material	Test or Test Method	Frequency
Subbase	1) AASHTO T-180 (Modified Proctor Minimum 98% Density)	Every 300 LF
	2) Lime rock Bearing Ratio 40	Every 300 LF
Base	(Soil Cement) (1) Mix Design 350 psi @ 28 days. Mix design required 7 days in advance.	Prior to Mixing Base
	(2) Optimum Moisture content and Maximum Density (AASHTO T-134)	Every 300 LF
	(3) LBR 100	Every 1500 sf
	(4) Depth (6-inch minimum)	Every 300 feet
Paving	(1) Job Mix Formula. Required 7 days in advance and submit to Engineer	Each Job
	(2) Bitumen Content of Mix	Every 2500 SY or fraction thereof
	(3) In Place Density	Every 300' (left, right & center)
	(4) Marshall Field Stability Index	Every 1500 SY or fraction thereof
	(5) Thickness Cores	Every 300' (left, right, & center)

1.06 Basis of Payment

- A. All shop tests and mill inspection shall be included in the price of the manufactured article, and no separate or extra payment will be made for such tests and inspection.
- B. All laboratory and field tests will be paid for by the Contractor; he shall furnish all necessary labor, equipment and materials for such tests and, with the exception of the Engineer's expenses, shall bear all the costs thereof.

1.07 LABORATORY DUTIES: LIMITATIONS OF AUTHORITY

- A. Cooperate with Engineer and Contractor; provide qualified personnel promptly on notice.
- B. Perform specified inspections, sampling and testing of materials and methods of construction:
 - 1. Comply with specific standards; ASTM, other recognized authorities, and as specified.
 - 2. Determine and report on compliance with requirements of Contract Documents.
- C. Promptly notify the Engineer and Contractor of material or operations which do not meet the specifications.
- D. Promptly submit one (1) original and one (1) electronic copy of reports of inspections and tests to the Engineer including:
 - 1. Date issued.
 - 2. Project title and Engineer's job number.
 - 3. Testing Laboratory name and address.
 - 4. Name and signature of inspector.
 - 5. Date of inspection of inspector.
 - 6. Date of inspection or sampling.
 - 7. Date of test.
 - 8. Identification of product and Specification section.
 - 9. Location in project.
 - 10. Type of inspection or test.
 - 11. Compliance with Contract Documents or not.
- E. Laboratory is not authorized to:
 - 1. Release, revoke, alter, or enlarge on requirements of Contract Documents.
 - 2. Approve or reject any portion of work.
 - 3. Perform any duties of the Contractor.

1.08 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel; provide access to Work and manufacture's operations.
- B. Secure and deliver to the laboratory adequate representational samples of materials purposed to be used and which require testing.

- C. Provide to the laboratory the preliminary design mix proposed to be for concrete, and other materials mixes which require control by the testing laboratory.
- D. Materials and equipment used in the performance of work under this Contract are subject to inspection and testing at the point of manufacturer of fabrication. Standard specifications for quality and workmanship are indicated in the Contract Documents. The Engineer may require the Contractor to provide statements or certificates from the manufacturers and fabricators that in full accordance with the standard specifications for quality and workmanship indicated in the Contract Documents. All costs of this testing and providing statements and certificates shall be a subsidiary obligation of the Contractor, and no extra charge to the Owner shall be allowed on account of such testing and certification.
- E. Furnish incidental labor and facilities:
 - 1. To provide access to Work to be tested.
 - 2. To obtain and handle samples at the Project site or at the source of the product to be tested.
 - 3. To facilitate inspections and tests.
 - 4. For storage and curing of test samples.
 - 5. Notify laboratory sufficiently in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 57 13
TEMPORARY EROSION AND SEDIMENTATION CONTROLS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. The Work specified in this Section consists of designing, providing, maintaining and removing temporary erosion and sedimentation controls for construction activities impacting **less** than one acre, as required by Rules and Regulations and permit conditions.

a. If activity impact should **exceed** one acre:

- i. The Contractor must apply for a NPDES permit with the Florida Department of Environmental Protection (FDEP), accessible through the provided link below.

1. https://floridadep.gov/sites/default/files/CGP%20NOI%2062-621.300_4b_0.pdf

- ii. The Contractor must create a Stormwater Pollution Prevention Plan (SWPPP) and provide its location in the NPDES permit, requirements and guidelines are accessible through the provided links below.

1. <http://www.swppps.org/requirements>
2. https://floridadep.gov/sites/default/files/ConstructionSWPPP_0.pdf

- iii. The Contractor must create a weekly inspection schedule.

1. Additional inspections are required after rainfall exceeding 0.5 inches

- iv. The Contractor must provide a Certified Person for contact.

1. Certified Person(s) must have Erosion and Sedimentation Control training

- b. All aforementioned requirements shall be provided to the Engineer
 - i. NPDES permit receipt given upon approval by the FDEP must be provided
 - 2. Temporary erosion controls include, but are not limited to, grassing, mulching, setting, watering and re-seeding on-site surfaces, soil and borrow area surfaces, providing interceptor ditches at ends of berms and at those locations which will ensure that erosion during construction will be either eliminated or maintained within acceptable limits as established by the Owner.
 - 3. Temporary sedimentation controls include, but are not limited to silt dams, traps, barriers, and appurtenances at the foot of sloped surfaces which will ensure that sedimentation pollution will be either eliminated or maintained within acceptable limits as established by the Owner.
 - 4. Temporary dust controls include, but are not limited to mulching, establishing temporary vegetation, water spraying, surface roughening through tilling, barriers, and spray on adhesives which will ensure minimal dust deposition into water bodies and reduce airborne dust that may cause low visibility or respiratory hazards.
 - 5. Contractor is responsible for designing, providing, maintaining and removing effective temporary erosion, sediment and dust control measures during construction or until final controls become effective.
- B. Related Work Described Elsewhere:
- 1. Section 31 23 00 - Excavation and Fill
- C. Reference Standards:
- 1. Florida Department of Agriculture and Consumer Services (FDACS).
 - 2. Florida Department of Environmental Protection (FDEP).
 - a. FDEP (SESCIM) -- FDEP Florida Stormwater, Erosion and Sedimentation Control Inspector's Manual.
 - 3. Florida Department of Transportation (FDOT):

- a. FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System.
 - i. FDOT Index No. 102 -- Temporary Erosion and Sediment Control.
 - b. FDOT Standard Specifications for Road and Bridge Construction.
 - i. FDOT Section 104 -- Prevention, Control, and Abatement of Erosion and Water Pollution.
 - ii. FDOT Section 570 -- Performance Turf.
 - iii. FDOT Section 901 -- Coarse Aggregate.
 - iv. FDOT Section 981 -- Turf Materials.
 - v. FDOT Section 985 -- Geotextile Fabrics.
 - vi. FDOT Section 987 -- Prepared Soil Layer Materials.
4. U.S. Environmental Protection Agency (EPA):
- a. EPA (NPDES) -- National Pollutant Discharge Elimination System.

PART 2 - PRODUCTS

2.01 EROSION CONTROL

- A. Sodding, mulching, grassing and seeding are specified in Section 32 92 00.
- B. Backfill is specified in Section 31 23 00
- C. Netting shall be fabricated of material acceptable to the Owner.

2.02 SEDIMENTATION CONTROL

- A. Netting shall be fabricate of material acceptable to the Owner.
- B. Filter stone shall be crushed stone which conforms to Florida Department of Transportation (FDOT) specifications.
- C. Concrete block shall be hollow, non-load bearing type.
- D. Concrete shall be exterior grade not less than 1-inch thick.
- E. Sediment Fence

2.03 DUST CONTROL

A. Sodding, mulching, grassing, seeding and tilling are specified in Section 32 92 00.

2.04 BEST MANAGEMENT PRACTICES FOR EROSION AND SEDIMENT CONTROL

NAME	APPLICATION	MAX DRAINAGE AREA	USEFUL LIFE	COMMENT
Block & Gravel	Inlet protection	<1 acre	3-6 Months	Routine Maintenance Required
Brush Barrier	Perimeter Control	Unspecified	3-6 Months	Routine Maintenance Required
Check Dam / Hay Bale	Control Water Velocity	10 Acres	< 3 Months	Replace as Needed
Check Dam / Rock (Gravel)	Control Water Velocity	10 Acres	18 Months	Max Height 2 feet
Check Dam / Silt Fence	Control Water Velocity	10 Acres	6 Months	Replace as Needed
Construction Road Stabilization	Road Stabilization	Unspecified	Project Life	Routine Maintenance Required
Curb and Gutter Sediment Barrier	Inlet Protection	< 1 Acre	> 6 Months	Routine Maintenance Required
Drain field Pipe Inlet Protection	Inlet Protection	< 1 Acre	> 6 Months	Routine Maintenance Required
Floating Turbidity Barrier	Silt/Sediment Containment	Unspecified	> 18 Months	Use in Low Flow Water Body
GeoHay Curb Inlet Protection	Inlet Protection	< 1 Acre	> 6 Months	Routine Maintenance Required
Gravel and Wire Mesh	Inlet Protection	<1 Acre	3-6 Months	Routine Maintenance Required
Silt Fence	Perimeter Control	< ¼ Acre per 100 ft of length	3 Months	Trench In & Compact
Silt Fence (Filter Fabric)	Inlet Protection	< 1 Acre	3 Months	Routine Maintenance Required
Sod	Inlet Protection	< 1 Acre	> 6 Months	Routine Maintenance Required
Temporary Diversion Dike	Slope Protection	5 Acres	> 18 Months	Compact / Stabilize Slopes
Temporary Fill Diversion	Slope Protection	5 Acres	1 Day – 1 Week	Rebuild as Needed
Temporary Gravel	Entrance	Unspecified	Project Life	Routine Maintenance

Construction Entrance				Required
Temporary Sediment Basin	Sediment Removal	> 5 Acres	18 Months	Engineer Must Design
Temporary Sediment Trap	Sediment Removal	5 Acres	18 Months	Stabilize Interior/Exterior Slopes
Temporary Slope Drain	Slope Protection	5 Acres	3-6 Months	Stabilize Outfall
Temporary Right-Of-Way Diversion	Shorten Flow Length	< 5 Acres	3-6 Months	Inspect Weekly or After Rain

PART 3 – EXECUTION

3.01 PREPARATION AND INSTALLATION

- A. No clearing or rough cutting shall be permitted until temporary erosion, sediment and dust control systems are in place, unless permitted directly by the City Engineer.
- B. Installation of erosion and sediment control materials shall be per manufacturer recommendations and in accordance with FDOT standards.
- C. Any damage caused by construction traffic to temporary erosion, sediment and dust controls systems shall be repaired immediately by the Contractor.
- D. The Contractor shall be responsible for collecting, storing, hauling and disposing of soil, silt, and waste materials as specified in this or other Specifications and in compliance with relevant federal, state, and local rules and regulations.
- E. Contractor shall make a visual inspection of all sedimentation and erosion control devices (including turbidity barriers) on a daily basis and promptly after every rainstorm. If such inspection reveals that additional measures are needed to prevent movement of sediment beyond the barrier limits, the Contractor shall promptly install additional devices as needed. Sediment controls shall be promptly repaired and maintained, as needed. The Contractor shall keep a log of all inspections indicating the following:
 1. Date and time of inspection
 2. Inspector
 3. Amount of rainfall
 4. Erosion and sediment control devices inspected
 5. Condition of sediment and erosion control devices
 6. Repairs or maintenance needed

7. Date repair or maintenance is completed

3.02 EROSION CONTROL

A. Minimum procedures for grassing are:

1. Scarify slopes to a depth of not less than 6 inches and remove large clods, rock, stumps, roots larger than 1/2 inch in diameter and debris.
2. Sow seed within 24 hours after the ground is scarified with either mechanical seed drills or rotary hand seeders.
3. Apply mulch loosely and to a thickness of between 3/4 inch and 1-1/2 inches.
4. Apply netting over mulched areas on sloped surfaces.
5. Roll and water seeded areas in a manner which will encourage sprouting of seeds and growing of grass. Reseed areas which exhibit unsatisfactory growth. Backfill and seed eroded areas.

3.03 SEDIMENTATION CONTROL

- #### A.
- Install and maintain silt dams, traps, barriers, and appurtenances as shown on the approved descriptions and working drawings. Hay bales which deteriorate and filter stone which is dislodged shall be replaced.

3.04 DUST CONTROL

- #### A.
- The dust control product chosen shall be appropriate for to the site conditions (topography and soils).
- #### B.
- Grade and/or smooth the surfaces to be treated as needed and prescribed by the product guidance before the dust control product is applied.

3.05 PERFORMANCE

- #### A.
- Should any of the temporary erosion and sediment control measures employed by the Contractor fail to produce results which comply with the requirements of the State of Florida, the Owner or Engineer, the Contractor shall immediately take whatever steps are necessary to correct the deficiency at his own expense.

END OF SECTION

SECTION 01 60 00
PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Conform to applicable specifications and standards.
2. Comply with size, make, type and quality specified, or as specifically approved in writing by Engineer.
3. Manufactured and fabricated products:
 - a. Design, fabricate and assemble in accordance with the best engineering and shop practices.
 - b. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
 - c. Two or more items of the same kind shall be identical, by the same manufacturer.
 - d. Products shall be suitable for service conditions.
 - e. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
4. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

1.02 APPROVAL OF MATERIALS

- A. Only new materials and equipment shall be incorporated in the work. All materials and equipment furnished by Contractor shall be subject to the inspection and approval of Engineer. No material shall be delivered to the work without prior approval of Engineer.
- B. Within twenty (20) days after the Effective Date of the Agreement, Contractor shall submit to Engineer, data relating to materials and equipment he proposes to furnish for the work. Such data shall be in sufficient detail to enable Engineer to identify the particular product to form an opinion as to its conformity to the specifications.

- C. Facilities and labor for handling and inspection of all materials and equipment shall be furnished by Contractor. If Engineer requires, either prior to beginning or during progress of the work, Contractor shall submit samples of materials for such special tests as may be necessary to demonstrate that they conform to the specifications. Such samples shall be furnished, stored, packed and shipped as directed at Contractor's expense. Except as otherwise noted, Contractor shall make arrangements for and pay for the tests.
- D. Contractor shall submit data and samples sufficiently early to permit consideration and approval before materials are necessary for incorporation in the work. Any delay of approval resulting from Contractor's failure to submit samples or data promptly shall not be used as a basis of claim against Owner or Engineer.
- E. In order to demonstrate the proficiency of workers or to facilitate the choice among several textures, types, finishes and surfaces, Contractor shall provide such samples of workmanship or finish as may be required.
- F. The materials and equipment used on the work shall correspond to the approved samples or other data.

1.03 SUBSTITUTIONS AND PRODUCT OPTIONS

- A. The substitution requirements of this Section are in addition to the requirements of the General Conditions and Supplementary Conditions.
- B. The intent of these Specifications is to provide Owner with a quality facility without discouraging competitive bidding. Substitutions may be submitted and will be evaluated as specified herein.
- C. A Request for Substitution of Product may be submitted after the Contractor:
 - 1. Has investigated the proposed product and determined that it is equal to or superior to specified product, furnishes a certification to that effect and waives all rights to additional payment or time that may subsequently become necessary due to the failure of the substituted product to perform adequately.
 - 2. Agrees to provide same warranties or bonds for product substitution as for product specified.
 - 3. Agrees to be responsible for coordinating and paying for any necessary changes to other work required by approved substitutions or product options which he selects and shall pay all such costs including the costs of the services of the design professional to revise the Contract Documents, if such revisions are required.

4. Waives all claims for additional costs due to substitution which may subsequently become apparent.
5. Is offering either a substantial credit to the Owner for acceptance of the substitution or a convincing justification that the product to be provided as the substitution is substantially superior in quality, performance, compatibility with adjacent products, durability, vandal-resistance or in other important ways.

D. Engineer's Action:

1. Engineer will consider written requests for product substitution for a period of 45 calendar days after the effective date of the Agreement. Engineer will review requests for substitutions with reasonable promptness and notify Contractor in writing of Owner's decision to accept or reject requested substitutions. Only the Owner may accept a substitution.
2. Substitution requests made by means of shop drawings or product data submittal will not be considered.
3. After the period of 45 days has elapsed, the only substitution requests which will be considered are those which are made necessary by the removal of the specified products from the market or by other similar, unavoidable circumstances beyond the control of the Contractor.

1.04 MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION

- A. When Contract Documents require that installation of work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including five copies to Engineer.
 1. Maintain one set of complete instructions at the job site during installation and until completion.
- B. Handle, install, correct, clean, condition and adjust products in strict accord with such instructions and in conformity with specified requirements.
 1. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with Engineer for further instructions.
 2. Do not proceed with work without clear instructions.

- C. Perform work in accordance with manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

1.05 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of products in accordance with construction schedules, coordinate to avoid conflict with work and conditions at the site.
 - 1. Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
 - 2. Immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals, and that products are properly protected and undamaged.
- B. Provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.

1.06 STORAGE AND PROTECTION

- A. The Contractor shall furnish a covered, weather-protected storage structure providing a clean, dry, noncorrosive environment for all mechanical equipment, valves, architectural items, electrical and instrumentation equipment, and special equipment to be incorporated into this project. Storage of equipment shall be in strict accordance with the "instructions for storage" of each equipment supplier and manufacturer including connection of heaters, placing of storage lubricants in equipment, etc. Corroded, damaged or deteriorated equipment and parts shall be replaced before acceptance of the project. Equipment and materials not properly stored will not be included in a payment estimate.
- B. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible.
 - 1. Store products subject to damage by the elements in weathertight enclosures such as buildings or trailers which have a concrete or wooden floor, a roof and fully closed walls on all sides.
 - 2. Maintain temperature and humidity within the ranges required by manufacturer's instructions (i.e. electrical and instrumentation equipment).
 - 3. Protect mechanical and electrical equipment from being contaminated by dust, dirt and moisture.

4. Store fabricated products above the ground, on blocking or skids prevent soiling and staining. Cover products which are subject to deterioration with impervious sheet coverings, provided adequate ventilation to avoid condensation.
 5. Provide heated storage space for material which would be damaged by freezing.
 6. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.
 7. Prior to the installation of equipment, it shall be stored at locations designated and approved by the Engineer.
- C. All materials and equipment to be incorporated in the work shall be handled and stored by Contractor before, during and after shipment in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and any injury, theft or damage of any kind whatsoever to the material or equipment.
- D. Cement, sand and lime shall be stored under a roof and off the ground and shall be kept completely dry at all times. All structural and miscellaneous steel, and reinforcing steel shall be stored off the ground or otherwise to prevent accumulations of dirt or grease, and in a position to prevent accumulations of standing water and to minimize rusting. Beams shall be stored with the webs vertical. Precast concrete beams shall be handled and stored in a manner to prevent accumulations of dirt, standing water, staining, chipping or cracking. Brick, block and similar masonry products shall be handled and stored in a manner to reduce breakage, chipping, cracking and spalling to a minimum.
- E. All materials which, in the opinion of Engineer, have become so damaged as to be unfit for the use intended or specified shall be promptly removed from the site of the work, and Contractor shall receive no compensation for the damaged material or its removal.
- F. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored materials and equipment to assure that products are maintained under specified conditions, and free from damage or deterioration.
- G. Protection After Installation: Provide substantial coverings as necessary to protect installed products from damage from traffic and subsequent construction operations. Remove covering when no longer needed.
- H. The Contractor shall be responsible for all material, equipment, and supplies delivered to Owner under this Contract until final inspection of the work and acceptance thereof by Owner. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed prior to final inspection and acceptance, Contractor shall replace same without additional cost to Owner.

- I. Should Contractor fail to take proper action on storage and handling of equipment supplied under the Contract within seven days after written notice to do so has been given, Owner retains the right to correct all deficiencies noted in previously transmitted written notice and deduct the cost associated with these corrections from Contractor's Contract. These costs may be comprised of expenditures for labor, equipment usage, administrative, clerical, engineering and any other costs associated with making the necessary corrections.

1.07 SPECIAL TOOLS

- A. Manufacturers of equipment and machinery shall furnish any special tools (including grease guns or other lubricating devices) required for normal adjustment, operations and maintenance, together with instructions for their use. Contractor shall preserve and deliver to Owner these tools and instructions in good order no later than upon completion of the Contract.

1.08 STORAGE AND HANDLING OF EQUIPMENT ON SITE.

- A. Attention shall be given to the storage and handling of equipment on site. As a minimum, the procedure outlined below shall be followed:
 1. Equipment shall not be shipped until approved by Engineer. The intent of this requirement is to reduce on-site storage time prior to installation and/or operation. Under no circumstances shall equipment be delivered to the site more than one month prior to installation without written authorization from Engineer. Equipment shipped to the site shall be stored in accordance with Paragraph 1.06, herein. Operation and maintenance data shall be submitted to Engineer for review prior to shipment of equipment.
 2. All equipment having moving parts such as gears, electric motors, etc. and/or instruments shall be stored in a temperature and humidity-controlled building approved by Engineer, until such time as the equipment is to be installed.
 3. All equipment shall be stored fully lubricated with oil, grease, etc. unless otherwise instructed by the manufacturer.
 4. Manufacturer's storage instructions shall be carefully studied by Contractor and reviewed with Engineer by him. These instructions shall be carefully followed and a written record of this kept by the Contractor.
 5. Moving parts shall be rotated a minimum of once weekly to insure proper lubrication and to avoid metal-to-metal "welding". Upon installation of the equipment, Contractor shall start the equipment, at least half load, once weekly for an adequate period of time to ensure that the equipment does not deteriorate from lack of use.

6. Lubricants shall be changed upon completion of installation and as frequently as required thereafter during the period between installation and acceptance. Mechanical equipment to be used in the work, if stored for longer than ninety (90) days, shall have the bearings cleaned, flushed and lubricated prior to testing and startup, at no extra cost to Owner.
7. Prior to acceptance to the equipment, Contractor shall have the manufacturer inspect the equipment and certify that its condition has not been detrimentally affected by the long storage period. Such certifications by the manufacturer shall be deemed to mean that the equipment is judged by the manufacturer to be in a condition equal to that of equipment that has been shipped, installed, tested and accepted in a minimum time period. As such, the manufacturer will guarantee the equipment equally in both instances. If such a certification is not given, the equipment shall be judged to be defective. It shall be removed and replaced at Contractor's expense.

1.09 WARRANTY

- A. For all major pieces of equipment, submit a warranty from the equipment manufacturer as specified. The manufacturer's warranty period shall be concurrent with the Contractor's for one (1) year after the time of acceptance.

1.10 SPARE PARTS

- A. Spare parts for certain equipment have been specified in the pertinent sections of the Specifications. Contractor shall collect and store all spare parts so required in an area to be designated by Engineer. In addition, Contractor shall furnish Engineer an inventory listing all spare parts, the equipment they are associated with, the name and address of the supplier, and the delivered cost of each items. Spare parts shall be turned over in conjunction with the "Spare Parts List" as shown. Copies of actual invoices for each item shall be furnished with the inventory to substantiate the delivered cost.

1.11 GREASE, OIL AND FUEL

- A. All grease, oil and fuel required for testing of equipment shall be furnished with the respective equipment. Owner shall be furnished with a year's supply of required lubricants including grease and oil of the type recommended by manufacturer with each item of equipment supplied.
- B. Contractor shall be responsible for changing the oil in all drives and intermediate drives of each mechanical equipment after initial break-in of the equipment, which in no event shall be any longer than three weeks of operation.

END OF SECTION

01 60 00-7

SECTION 01 71 13
MOBILIZATION

PART I - GENERAL

1.01 DEFINITION AND SCOPE

- A. Mobilization shall include the obtaining of all permits, insurance, and bonds; moving onto the site of all plant and equipment; furnishing and erecting plants, temporary buildings, and other construction facilities; all as required for the proper performance and completion of the Work. Mobilization shall include, but not be limited to, the following principal items.
1. Move onto the site all Contractors' plant and equipment required for first month operations.
 2. Install temporary construction power, wiring, and lighting facilities.
 3. Establish fire protection plan and safety program.
 4. Secure construction water supply.
 5. Provide field office trailers for Contractor and as may be specified for Owner and Engineer.
 6. Provide on-site sanitary facilities and potable water facilities as specified.
 7. Arrange for and erect Contractor's work and storage yard and employee's parking facilities.
 8. Submit all required insurance certificates and bonds.
 9. Obtain all required permits.
 10. Post all OSHA, EPA, Department of Labor, and all other required notices.
 11. Have Contractor's superintendent at the job site full time.
 12. Submit a detailed construction CPM schedule acceptable to the Engineer as specified.
 13. Submit a schedule of values of the Work.
 14. Submit a schedule of submittals.

1.02 DEMOBILIZATION

- A. Demobilization is the timely and proper removal of all contractor owned material, equipment or plant, from the job site and the proper restoration or completion of work necessary to bring the site into full compliance with the contract documents.

1.03 PAYMENT FOR MOBILIZATION/DEMOBILIZATION

- A. The Contractor's attention is directed to the condition that no payment for mobilization, or any part thereof, will be approved for payment under the Contract. Mobilization/Demobilization is a subsidiary obligation of the Contractor.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 74 00
CLEANING AND WASTE MANAGEMENT

PART I - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Execute cleaning, during the progress of Work and at completion of the Work. This Section includes operations which cannot be specified in detail as separate items but can be sufficiently described as to the kind and extent to work involved. The Contractor shall furnish all labor, materials, equipment and incidentals to complete the work under this Section.

1. The work of this Section includes, but is not limited to, the following:

- a. Restoring of driveways and fences.
- b. Cleaning up.
- c. Incidental work

1.02 DISPOSAL REQUIREMENTS

- A. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations and anti-pollution laws.

PART II - PRODUCTS

2.01 MATERIALS

- A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.
- B. Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.
- C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.
- D. Materials required for this Section shall be of the same quality as materials that are to be restored. Where possible, the Contractor shall reuse existing materials that are removed and then replaced.

PART III - EXECUTION

3.01 DURING CONSTRUCTION

- A. Execute daily cleaning to keep the Work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations or personal activities.
- B. Provide on-site containers for the collection of waste materials, debris and rubbish.
- C. Remove waste materials, debris and rubbish from the site periodically, or as directed by the Owner and dispose of at legal disposal areas away from the site.

3.02 DUST CONTROL

- A. The Contractor shall employ construction techniques that minimize the production and distribution of dust.
- B. Clean interior spaces prior to the start of finish painting and continue cleaning on an as-needed basis until painting is finished.
- C. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly-coated surfaces.

3.03 RESTORATION OF DRIVEWAYS, FENCES, AND SIDEWALKS

- A. Existing public and private driveways and sidewalks disturbed by the Contractor shall be replaced. Paved drives shall be repaved to the limits and thickness existing prior to construction. Gravel drives shall be replaced and regraded. Concrete driveways and sidewalks shall be replaced.
- B. The Contractor shall remove, store and replace existing fences during construction. Only the sections directed by the Engineer shall be removed. If any section of fence is damaged due to the Contractor's negligence, it shall be replaced with fencing equal to or better than that damaged, and the work shall be satisfactory to the Engineer.

3.04 INCIDENTAL WORK

- A. Do all incidental work not otherwise specified, but obviously necessary for the proper completion of the contract as specified and as shown on the Drawings.

3.05 FINAL CLEANING

- A. Employee skilled workman for final cleaning.
- B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
- C. Prior to final completion, or Owner occupancy, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces and all work areas, to verify that the entire Work site is clean.

END OF SECTION

SECTION 01 75 16
STARTUP PROCEDURES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The Work may be segmented into several phases of construction in a logical order to meet the project schedule. Portions of the Work may be utilized prior to Substantial Completion of all the Work. Also, certain items of equipment are to be temporarily utilized in a phased segment of the Work and then relocated in a subsequent phase in a permanent installation.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 PRELIMINARY MATTERS

- A. Start-up Certification: Prior to start-up, successfully complete all testing required of the individual components of work in the presence of the Engineer or is representative.
- B. Demonstrate to the Engineer that all temporary jumpers and/or bypass have been removed and that all components are operating under their own controls as designated.
- C. Coordinate start-up activities with equipment suppliers, subcontractors, and the Owner's operating personnel at the site and with the Engineer prior to commencing system start-up. All coordination is the responsibility of the Contractor.

3.02 START-UP

- A. Confirm that all equipment is properly installed and that the flow path through the new work is unobstructed.
- B. Make adjustments as necessary.

3.03 START-UP DEMONSTRATION AND TESTING

- A. After all Work components have been constructed, field tested and started up in accordance with the individual specifications, perform the Start-Up Demonstration and Testing in the presence of the Engineer and the Owner. The demonstration shall be held upon completion of all systems at a date to be agreed upon in writing with the Owner.

- B. Acceptability of the Work's performance will be based on the Work performing as specified, under these actual and simulated operating conditions as defined in the Contract Documents. The intent of the start-up demonstration and testing is for the Contractor to demonstrate to the Owner and the Engineer the Work will function as a complete and operable system under normal operating conditions and is ready for acceptance.
- C. Certificate of Completed Demonstration: Submit five (5) copies of Demonstration Certification memo signed by the Contractor, Subcontractor and Owner and insert one copy in each Operation and Maintenance Manual.

EQUIPMENT TRAINING & STARTUP CHECKLIST

PROJECT: _____

OWNER: _____

ENGINEER: _____

CONTRACTOR: _____

DATE: _____

STRUCTURE: _____

EQUIPMENT DESCRIPTION:

VENDOR: _____

REPRESENTATIVE: _____ INIT.: _____

of training days required: _____ # received: _____

STARTUP/TRAINING DESCRIPTION:

COMMENTS:

ACCEPTABLE: __ PARTIALLY ACCEPTABLE: __ NON-ACCEPTABLE:

ATTENDEES:

<u>NAME</u>	<u>AFFILIATION</u>	<u>DATE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

END OF SECTION

SECTION 01 77 00
CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Comply with requirement stated in Conditions of the Contract and in Specifications for administrative procedures in closing out the Work.
- B. Related Requirements Described Elsewhere:
 - 1. Startup Procedures: Section 01 75 16
 - 2. Cleaning and Waste Management: Section 01 74 00
 - 3. Project Record Documents: Section 01 78 39
 - 4. Operation and Maintenance Data: Section 01 78 23
 - 5. Bonds: Section 01 78 33
 - 6. Warranties: Section 01 78 36

1.02 SUBSTANTIAL COMPLETION

- A. The Work will not be substantially complete, and Contractor may not request substantial completion inspection unless the following submittals and work is completed:
 - 1. All Operation and Maintenance manuals have been submitted and approved to the requirements of Section 01 78 23.
 - 2. All equipment has been checked-out by the equipment manufacturer and Certificates of Manufacturer's Check-Out has been submitted as required by Section 01 75 16.
 - 3. All start-up and demonstration testing completed, and Certificates of Completed Demonstration submitted to the requirements of Section 01 75 16.
 - 4. Project Record Documents are complete and have been submitted and reviewed to the requirements of Section 01 78 39.
 - 5. All training of Owner's personnel completed.
 - 6. All areas to be used and occupied are safe, operable in automatic and complete.

7. All building occupancy certificates have been issued by the appropriate building permitting agency.
 8. All painting, finishes, fencing, cleanup, final grading, grassing, planting, sidewalk construction, and paving shall have been completed and ready for inspection.
 9. All deficiencies noted on inspection reports or nonconformances are corrected or the correction plan approved.
- B. When the conditions of paragraph 1.02 A. are met the Contractor shall submit to the Engineer:
1. A written notice that he considers the Work, or portion thereof, is substantially complete, and requests an inspection.
 2. A punchlist of items to be corrected. (Uncompleted work which is not related to the safe, effective, efficient use of the Project may be allowed on the punchlist with the Engineer's approval.)
- C. Within a reasonable time after receipt of such notice, the Engineer will make an inspection to determine the status of completion.
- D. Should the Engineer determine that the Work is not substantially complete:
1. The Engineer will promptly notify the Contractor in writing, giving the reasons therefore.
 2. Contractor shall remedy the deficiencies in the Work and send another written notice of substantial completion to the Engineer.
 3. The Engineer will within reasonable time, reinspect the Work. The Contractor will be liable for reinspection fees as described in paragraph 1.04, herein.
- E. When the Engineer finds that the Work is substantially complete, he will:
1. Schedule a walk-through of the facility to include the Owner. Engineer shall determine the completeness of the punchlist and readiness of the facility for occupancy by the Owner.
 2. Prepare and deliver to Owner a tentative Certificate of Substantial Completion with the tentative punchlist of items to be completed or corrected before final inspection.

3. After consideration of any objections made by the Owner as provided in Conditions of the Contract, and when the Engineer considers the Work substantially complete, he will execute and deliver to the Owner and the Contractor a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected. Any incomplete work allowed on a punchlist must be reinspected upon completion and any deficiencies found will be added to the punchlist.

1.03 FINAL INSPECTION

- A. Prior to Contractor's request for a final inspection the following submittals and work must be complete:
 1. Project Record Documents must be approved.
 2. All spare parts and maintenance materials must be suitably delivered to the Owner per the requirements of the Technical Sections of the Specifications.
 3. Contractor to submit evidence of compliance with requirements of governing authorities.
- B. After satisfying the requirements of paragraph 1.03 A. and when Contractor considers the Work complete, he shall submit written certification that:
 1. Contract Document requirements have been met.
 2. Work has been inspected for compliance with Contract Documents.
 3. Work has been completed in accordance with Contract Documents.
 4. Equipment and systems have been tested in the presence of the Owner's representative and are operational.
 5. All punchlist items have been corrected or completed and the Work is ready for final inspection.
- C. The Engineer will, within reasonable time, make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.
- D. Should the Engineer consider that the Work is incomplete or defective:
 1. The Engineer will promptly notify the Contractor in writing, listing the incomplete or defective work.

2. Contractor shall take immediate steps to remedy the stated deficiencies and send another written certification to the Engineer that the Work is complete.
 3. The Engineer will, within a reasonable amount of time, reinspect the Work and the Contractor shall be liable for reinspection fees as described in paragraph 1.04, herein.
- D. When the Engineer finds that the Work is acceptable under the Contract Documents, the Contractor may make closeout submittals.

1.04 REINSPECTION FEES

- A. Should the Engineer perform reinspections due to failure of the Work to comply with the claims of status of completion made by the Contractor:
1. Contractor will compensate the Owner for such additional services.
 2. Owner will deduct the amount of such compensation from the final payment to the Contractor.

1.05 CONTRACTOR'S CLOSEOUT SUBMITTALS

- A. Warranties and Bonds: To requirements of Sections 01 78 36 and 01 78 33.
- B. Evidence of Payment and Release of Liens: To requirements of General and Supplementary Conditions.
- C. Certificate of Insurance for Products and Completed Operations.

1.06 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit a final statement of accounting to the Engineer.
- B. Statement shall reflect all adjustments to the Contract Sum:
1. The original Contract Sum.
 2. Additions and deductions resulting from:
 - a. Previous change orders or written amendment.
 - b. Allowances.

- c. Unit prices.
- d. Deductions for uncorrected work.
- e. Penalties and bonuses.
- f. Deductions for liquidated damages.
- g. Deductions for reinspection payments
- h. Other adjustments.

3. Total Contract Sum, as adjusted.

4. Previous payments.

5. Sum remaining due.

- C. Engineer will prepare a final Change Order, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.07 FINAL APPLICATION FOR PAYMENT

- A. Contractor shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 78 23
OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Compile product data and related information appropriate for Owner's maintenance and operation of products furnished under Contract.
2. Prepare operating and maintenance data as specified in this Section and as referenced in other pertinent sections of the Specifications.
3. Instruct Owner's personnel in maintenance of products and in operation of equipment and systems.

B. Related Requirements Described Elsewhere:

1. Section 01 33 23: Shop Drawings, Product Data, and Samples
2. Section 01 78 39: Project Record Documents
3. Section 01 78 33: Bonds
4. Section 01 78 36: Warranties

1.02 QUALITY ASSURANCE

A. Preparation of data shall be done by personnel:

1. Trained and experienced in maintenance and operation of described products.
2. Familiar with requirements of this Section.
3. Skilled as a technical writer to the extent required to communicate essential data.
4. Skilled as draftsman competent to prepare required drawings.

1.03 FORM OF SUBMITTALS

A. Prepare data in form of an instructional manual for use by Owner's personnel.

B. Hard Copy Format:

1. Size: 8½" x 11 inches
2. Paper: 20 pound minimum, white, for typed pages.
3. Text: Manufacturer's printed data, or neatly typewritten

4. Drawings:
 - a. Provide reinforced punched binder tab, bind in with text.
 - b. Reduce larger drawings and fold to size of text pages but not larger than 14 inches x 17 inches.
5. Provide fly-leaf for each separate product, or each piece of operating equipment.
 - a. Provide typed description of products and major component parts of equipment.
 - b. Provide indexed tabs
6. Cover: Identify each volume with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS". List:
 - a. Title of project
 - b. Identity of separate structure as applicable.
 - c. Identity of general subject matter covered in the manual.
7. Binders:
 - a. Commercial quality three-post binders with durable and cleanable plastic covers.
 - b. Maximum post width: 2 inches.
 - c. When multiple binders are used, correlate the data into related consistent groupings.

C. Electronic Format Copy

1. Provide electronic copy of operation and maintenance data on CD/DVD. File(s) should be organized/named to correspond with hard copy.

1.04 CONTENT OF MANUAL

- A. Neatly typewritten table of contents for each volume, arranged in systematic order.
 1. Contractor, name of responsible principal, address and telephone number.

2. A list of each product required to be included, indexed to content of the volume.
 3. List, with each product, name, address and telephone number of:
 - a. Subcontractor or installer
 - b. A list of each product required to be included, indexed to content of the volume.
 - c. Identify area of responsibility of each
 - d. Local source of supply for parts and replacement
 4. Identify each product by product name and other identifying symbols as set forth in Contract Documents.
- B. Product Data:
1. Include only those sheets which are pertinent to the specified product.
 2. Annotate each sheet to:
 - a. Clearly identify specific product or part installed
 - b. Clearly identify data applicable to installation
 - c. Delete references to inapplicable information
- C. Drawings:
1. Supplement product data with drawings as necessary to clearly illustrate:
 - a. Relations of component parts of equipment and systems
 2. Coordinate drawings with information in Project Record Documents to assure correct illustration of completed installation.
 3. Do not use Project Record Documents as maintenance drawings.

- D. Written text, as required to supplement product data for the particular installation:
 - 1. Organize in consistent format under separate headings for different procedures.
 - 2. Provide logical sequence of instructions of each procedure.
- E. Copy of each warranty, bond and service contract issued.
 - 1. Provide information sheet for Owner's personnel, give:
 - a. Proper procedures in event of failure
 - b. Instances which might affect validity of warranties or bonds.

1.05 MANUAL FOR MATERIALS AND FINISHES

- A. Submit four copies of the complete manual in final form.
- B. Content: for architectural products, applied materials and finishes:
 - 1. Manufacturer's data, giving full information on products
 - a. Catalog number, size, and composition
 - b. Color and texture designations
 - c. Information required for reordering special manufactured products
 - 2. Instructions for care and maintenance
 - a. Manufacturer's recommendation for types of cleaning agents and methods.
 - b. Cautions against cleaning agents and methods which are detrimental to product.
 - c. Recommend schedule for cleaning and maintenance.
- C. Content, for moisture protection and weather-exposed products:
 - 1. Manufacturer's data, giving full information on products.
 - a. Applicable standards

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- b. Chemical composition
 - c. Details of installation
 - 2. Instructions for inspection, maintenance and repair
- D. Additional requirements for maintenance data: Respective sections of the Specifications.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

Attachment: ITB-WW-20-03_HH_Lift_Station_10_Bid_Set_Specifications_06.09.20_2 (2020-R-42 : Lift Station #10 Rehabilitation 20WW03

SECTION 01 78 33
BONDS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Compile specified bonds as specified in these Specifications.
2. Co-execute submittals when so specified.
3. Review submittals to verify compliance with Contract Documents.
4. Submit to Engineer for review and transmittal to Owner.

B. Related Work Described Elsewhere:

1. Instructions to Bidders: Bid Bonds
2. Performance Bond and Payment Bond

1.02 SUBMITTAL REQUIREMENTS

A. Assembly bonds and service and maintenance contracts, executed by each of the respective manufacturers, suppliers, and subcontractors.

B. Number of original signed copies required: Two each.

C. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.

1. Product of work item
2. Firm, with name of principal, address and telephone number
3. Scope
4. Date of beginning of bond or service and maintenance contract
5. Duration of bond or service maintenance contract.
6. Provide information for Owner's personnel:
 - a. Proper procedure in case of failure.
 - b. Instances which might affect the validity of warranty or bond.
7. Contractor, name of responsible principal, address and telephone numbers.

1.03 FORM OF SUBMITTALS

- A. Prepare in duplicate packets
- B. Format:
 - 1. Size 8 ½" x 11 inches, punch sheets for standard three-post binder.
 - a. Fold larger sheets to fit into binders.
 - 2. Cover: Identify each packet with typed or printed title "BONDS". List:
 - a. Title of Project
 - b. Name of Contractor
- C. Binders: Commercial quality, three-post binder, with durable and cleanable plastic covers and maximum post width of two inches.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 78 36
WARRANTIES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Compile specified warranties and bonds as specified in these Specifications.
2. Co-execute submittals when so specified.
3. Review submittals to verify compliance with Contract Documents.
4. Submit to Engineer for review and transmittal to Owner.

1.02 SUBMITTAL REQUIREMENTS

A. Assembly warranties and service and maintenance contracts, executed by each of the respective manufacturers, suppliers, and subcontractors.

B. Number of original signed copies required: Two each.

C. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.

1. Product of work item
2. Firm, with name of principal, address and telephone number
3. Scope
4. Date of beginning of warranty or service and maintenance contract
5. Duration of warranty or service maintenance contract.
6. Provide information for Owner's personnel:
 - a. Proper procedure in case of failure.
 - b. Instances which might affect the validity of warranty.
7. Contractor, name of responsible principal, address and telephone numbers.

1.03 FORM OF SUBMITTALS

A. Prepare in duplicate packets

B. Format:

1. Size 8 ½" x 11 inches, punch sheets for standard three-post binder.
 - a. Fold larger sheets to fit into binders.
2. Cover: Identify each packet with typed or printed title "WARRANTIES". List:
 - a. Title of Project
 - b. Name of Contractor

- C. Binders: Commercial quality, three-post binder, with durable and cleanable plastic covers and maximum post width of two inches.

1.04 WARRANTY SUBMITTALS REQUIREMENTS

- A. For all major pieces of equipment, submit a warranty from the equipment manufacturer. Manufacturer's warranty period shall be concurrent with Contractor's for one (1) year, unless otherwise specified, commencing at the time of final acceptance by Owner.
- B. Contractor shall be responsible for obtaining certificates for equipment warranty for all major equipment which has at least a 1 hp motor or which lists for more than \$1,000. Engineer reserves the right to request warranties for equipment not classified as major. Contractor shall still warrant equipment not considered to be "major" in the Contractor's one-year warranty period even though certificates of warranty may not be required.
- C. In the event that the equipment manufacturer or supplier is unwilling to provide a one-year warranty commencing at the time of Owner acceptance, the Contractor shall obtain from the manufacturer a two (2) year warranty commencing at the time of equipment delivery to the job site. This two-year warranty from the manufacturer shall not relieve the Contractor of the one-year warranty starting at the time of Owner acceptance of the equipment.
- D. Owner shall incur no labor or equipment cost during the guarantee period.
- E. Guarantee shall cover all necessary labor, equipment and replacement parts resulting from faulty or inadequate design, improper assembly or erection, defective workmanship and materials, leakage, breakage or other failure of all equipment and components furnished by manufacturer.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01 78 36-2

SECTION 01 78 39
PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Maintain at the site for the Owner one record copy of:
1. Drawings
 2. Specifications
 3. Addenda
 4. Change Orders and other modifications of the contract
 5. Engineer's Field Orders or written instructions
 6. Approved Shop Drawings
 7. Field Test records
 8. Construction photographs, preconstruction videos, and pipeline videos.
 9. Preliminary as-built drawings

B. RELATED WORK SPECIFIED ELSEWHERE

1. Section 00 80 00: Supplementary Conditions

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples in Contractor's field office apart from documents used for construction.
1. Provide files and racks for storage of documents.
 2. Provide locked cabinet or secure storage space for storage of samples.
- B. File documents and samples in accordance with CSI format with section numbers as provided herein.
- C. Maintain documents in a clean, dry, legible, condition and in good order. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection by the Engineer.
- E. As a prerequisite for monthly progress payments, the Contractor shall provide the currently updated "Record Documents" for review by the Engineer and Owner.

1.03 MARKING DEVICES

- A. Provide felt tip marking pens for recording information in the color code designated by the Engineer.

1.04 RECORDING

- A. Label each document. "PROJECT RECORD" in neat large printed letters.
- B. Record information concurrently with construction progress. Do not conceal any work until required information is recorded.
- C. Drawings: Legibly mark to record actual construction:
 - 1. Depths of various elements of foundation in relation to finish first floor datum.
 - 2. All underground piping with elevations and dimensions. Change to piping location. Horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements. Actual installed pipe materials, class, etc.
 - 3. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
 - 4. Field changes of dimensional and detail.
 - 5. Changes made by Field Order or by Change Order.
 - 6. Details not on original contract drawings.
 - 7. Equipment and piping relocations.
 - 8. Major architectural and structural changes including relocation of doors, windows, etc.
 - 9. Architectural schedule changes according to Contractor's records or shop drawings.
 - a. Contractor shall provide copies of all such recordings to the Contractor's surveyor for incorporation into the preliminary and final as-builts drawings.
- D. Specifications and Addenda: Legibly mark each section to record:

1. Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.
 2. Changes made by Field Order or by Change Order.
- E. Shop Drawings (after final review and approval): Provide four (4) sets of record drawings for each process equipment, piping, electrical system and instrumentation system.

1.05 SUBMITTAL

- A. Accompany each submittal with 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 of his authorized representative
- B. Preliminary As-built Drawings: The Contractor shall submit to the Engineer two (2) paper copies of preliminary as-built drawings prepared and signed/sealed by the Contractor's surveyor with each monthly progress payment request. Preliminary as-built drawings shall conform to the requirements of final as-built drawings and shall represent the completed work to date. Preliminary as-built drawings shall include all work which the Contractor is requesting to be paid for.
- C. Final As-built Drawings: Upon project closeout and as a prerequisite to the final pay request, the Contractor shall submit to the Engineer final as-built drawings Administrative Code, pursuant to Section 472.027 of the Florida Statutes. The Engineer shall supply the Contractor copies of AutoCAD files for the Contractor's use in the as-built drawing preparation. Final as-built drawings shall include all work which the Contractor is requesting to be paid for. The final as-built drawing submittal shall include:
1. Two (2) sets of paper plans signed and sealed by a professional land surveyor licensed in the State of Florida and CD(s) or other media containing AutoCAD, version 14, drawing files.
 2. AutoCAD drawing files shall include as-built information on layers separate from the original drawing layers and shall be named descriptively to represent the as-built features. (i.e. - Layer "wat ab" and "wat ab txt" for water as-built line work and text, respectively.) Drawing entities are to be shown on the correct layer. All as-built entities shall have color and line type set "by-layer". Text sizes shall be

relative to the plotted scale. Additional details or exploded views shall be include to accurately and fully represent the as-built conditions.

3. Certification by surveyor that the as-built information shown is accurate and that all improvements shown were constructed within or on public rights-of-way, easements or property specifically owned by the Owner. Certification shall be to the Owner, Engineer and St. Johns River Water Management (if applicable.)
4. No line work and text shall be erased from the original design (construction) drawings during the as-built drawing preparation. Original line work or text shall be circled if accurate or stricken (not erased) if not with the accurate information noted/shown. New line work and text shall be provided to accurately show the as-built information for the constructed improvements. Revisions to design dimensions alone will not be permitted.
5. Pressure Pipeline and Utility Conduit Improvements: For utility improvement projects, horizontal locations of the constructed pipelines with respect to the right-of-way lines or other readily visible, permanent features at 100-foot minimum intervals and at critical locations such as road intersections shall be shown. For treatment plant and pump station improvements, horizontal locations shall be provided at 20-foot intervals. Vertical locations of the constructed pipelines by elevation of centerline of pipe for above ground/exposed pipe or with respect to finished grade over buried pipe shall be shown at 100 feet minimum intervals. (i.e. final cover) For underground piping, all valves, blow-offs, stub-outs, pigging stations, fire hydrants, backflow preventers and services shall be located horizontally in relation to readily visible, permanent features with three-way horizontal dimensions less than 100 feet, each. Three-way dimensions to all buried fittings on treatment plant and pump station improvement projects shall be provided. If adequate features are not available, a station and offset dimensioning system can be used if prior approval is obtained from the Engineer. For above ground/exposed pipe, as-built dimensions between fittings or flanges shall be provided. Separations between "sanitary hazards" to potable water and reclaimed water mains per FDEP shall be shown.
6. Gravity Pipeline Improvements: Show elevations for all inverts, manhole tops, inlet throats/weirs, grate tops, etc. Show size and type of each structure. As-built length, size and type of pipes between the structures shall be shown. All service laterals and cleanouts shall be located horizontally to readily visible, permanent features with three-way horizontal dimensions less than 100 feet, each. If adequate features are not available, a station and offset dimensioning system can be used if prior approval is obtained from the Engineer. A labeling and dimension table scheme is recommended for the three way or station/offset dimensioning. (i.e. - constructed feature labeled as "A", permanent feature labeled as "B", "A"-

"B" dimension shown in table for distance measured between the two. Use continuous labeling and complete single table per plan sheet.) Separations between gravity "sanitary hazards" to potable water and reclaimed water mains per FDEP shall be shown.

7. Roadway Improvements: Elevation, size and location of swales, ditches, gutter flowlines, edge of pavement, and road crown on both sides of the road if applicable shall be provided at 100-foot minimum intervals and at critical areas such as intersections and inlets/flumes. As-built points of curvature, tangent and vertical intersection, along with radii of road alignment, intersecting streets and driveways and other alignment information shall be provided.
8. Stormwater Improvements: The limits, slopes and bottom depths of stormwater ponds, swales and other retention areas shall be provided. All stormwater piping information shall conform to the Gravity Pipeline Improvement requirements. Size, type, material, and elevations of all stormwater structures, including appurtenances such as weirs, orifices, skimmer plates, etc. shall be shown. As-built information shall conform to St. Johns River Water Management District requirements.
9. Treatment Facility Improvements: Location, size, number, and type of treatment equipment and structures shall be shown. Applicable requirements of as-built information listed herein for similar improvements shall be required.
10. Building Improvements: Finished floor elevations, ceiling heights, building locations, wall opening dimensions, equipment (electrical, mechanical, plumbing) locations, etc. shall be provided. Change of material shall be specifically noted as such.
11. Landscaping Improvements: Number, type, size, and general location of installed plant material shall be provided. Change of material shall be specifically noted as such. Location of irrigation meters, services, manual valves, automatic valves, controllers, rain shut off switches, etc. shall be shown. Changes to the designed irrigation system shall be shown.
12. Other Improvements: Changes from the original design of other improvements such as electrical, mechanical and structural improvements shall be noted as such on the as-built drawings with the size, number, type and location of the constructed/installed improvements noted.
13. Contractor may be required to reimburse the Owner for services rendered by the Engineer for review of multiple resubmittals per SC-6.17, 1. of Section 00 80 00, Supplementary Conditions.

City of Holly Hill
Lift Station 10 Rehabilitation

1000710-191454.01

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

Attachment: ITB-WW-20-03_HH_Lift_Station_10_Bid_Set_Specifications_06.09.20_2 (2020-R-42 : Lift Station #10 Rehabilitation 20WW03

SECTION 03 30 00
CAST IN PLACE 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.

1.03 CODES AND STANDARDS

- A. ACI 301 "Specifications for Structural Concrete for Buildings", ACI 318" Building Code Requirements for Structural Concrete", ACI 347 "Recommended Practice for Concrete Formwork"; ACI 304 "Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete"; comply with applicable provisions except as otherwise indicated.

1.04 TESTING

- A. Air content shall be in accordance with American Society for Testing Materials Standard Methods C 173, one for each set of compressive strength specimens.
- B. Sampling of freshly mixed concrete shall be in accordance with ASTM C172.
- C. Slump: ASTM C-143
- D. Test results will be reported in writing to Engineer, Contractor, Owner and Concrete producer on same day tests are made.
- E. Laboratory Reports: Submit 2 copies of laboratory test or evaluation reports for concrete materials and mix designs.

PART 2 - MATERIALS AND EQUIPMENT

2.01 PORTLAND CEMENT

- A. 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

- A. Shall conform to standard specifications for concrete aggregate, A.S.T.M. Designation C-33 or to ASTM C-330. Maximum size of aggregate shall not exceed one-fifth of the narrowest dimension between reinforcing bars.
- B. 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 to 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 reasonably well graded from coarse to fine and when tested by means of laboratory sieves shall meet the following requirements in percent of total weight:

<u>Total Retained On</u>	<u>Percent Retained</u>
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

- C. 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.

D. 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 from 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 present in excess of the following amounts.

Loss by Decantation	1%
Clay Lumps or Other Soluble Materials	3%
Soft Fragments	5%

3. Where the cover over reinforcing is 2 inches or more, the maximum size of aggregate shall be 12 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%
2 Maximum Size Square Mesh Screen	40 - 70%
No. 4 Sieve	0 - 6%

2.03 WATER

- A. 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.
- F. Epoxy coated or FRP rebar shall be used for all marine applications.

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, unoled.
 - 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, 2-inch-wide on each leg.
- E. Steel Forms. Uncoated steel, 3/16-inch minimum thickness, fabricated to close tolerances, protected only by the specified release agent, braced so as not to bend, dent, or dimple under wet concrete load, vibrator impact, and tool impact. Maintain steel form in rust-free condition by use of steel wood and light grinding, followed by coats of specified release agent. Use forms that can be adjusted into true alignment without stops or ridges.
- F. Glass Fiber Reinforced Plastic (FRP) Forms: Smooth coated forms, braced so as not to bend, dent or dimple under wet concrete loads, vibrator impact and tool impact, and at least 0.11 inch thick. Design forms for external bracing at piers and columns, without use of form ties.
- G. Plugged Cone Form Ties: Rod type, with ends or end fasteners which can be removed without spalling the concrete and which leave a hole equal in depth to the required reinforcement clearance. Form ties shall be of a design in which the hole left by the

removed end or end fastener is easily filled to match the surface of the hardened concrete. Provide removable cones 13 inches in diameter by 12 inches deep. Provide preformed mortar plugs to match the color of the concrete, recessed 3 inches, adhered with an approved two-part epoxy.

- H. Weep Hole Forms: PVC polyethylene, or ABS pipe, matching color of the concrete, 4 inch inside diameter, with outlet projecting 12 inches from wall and cutoff in a plane parallel to it.
- I. Circular and Elliptical Column Forms: Fabricate of two pieces, clamped watertight using gaskets and without horizontal joints. Install horizontal construction joints only where indicated or as directed by the Engineer.
- J. Beam Forms: Provide in one length without form joints and suitable for cambering up to 1/160 of span without distortion of profile or opening of seams.
- K. Forms of Hammerhead Pier Caps: Provide in one length with adjustable soffits, bulkheads and screens as necessary to accommodate different hammerhead beam configurations. Provide no construction joints in hammerhead pier caps. Where three or fewer identical hammerhead pier caps occur within a line section, steel braced HDO plywood forms may be substituted for steel forms if:
 - 1. Working drawings of formwork are submitted.
 - 2. Internal form ties are regularly spaced no less than 48 inches each way and are made watertight.
 - 3. Form ties have removable cones, which are filled to match concrete.
 - 4. Joints in panels are fully watertight.
 - 5. The resulting surface matches the appearance of steel formed hammerhead caps, with no visible discoloration due to form leakage.
- L. Styrofoam Board: Expanded polystyrene extruded into board form, closed cell, moisture resistant, capable of maintaining indicated clear space between concrete structures.
- M. Control Joint Filler: Use epoxy joint filler equal to BurkEpoxy Joint Filler to fill voids left by saw cuts and to resist against spalling caused by vehicle traffic in concrete slabs.
- N. Inserts: Galvanized cast steel or galvanized welded steel, complete with anchors to concrete and fittings such as bolts, wedges and straps. Provide hanger inserts spaced to match grid of suspended ceilings.

- O. Shoring: As designed and executed by Contractor to support all loads.
- P. Chamfer Strips: Polyvinyl strips designed to be nailed in the forms to provide a 3/4-inch chamfer at exposed edges of concrete members.
- Q. Form Release Agent: A blend of natural and synthetic chemicals that employs a chemical reaction to provide quick, easy and clean release of concrete from forms, and equal to Eucoslip, by the Euclid Chemical Company, or Release #1, by The Burke Company. Use a non-staining release agent that leaves the concrete with a paintable surface.

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 200N 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.
 - 2. Concrete with Superplasticizer:
 - a. Water Reducing, High Range Admixtures: ASTM C494, Type F or G, equal to Eucon 37 by the Euclid Company, Rheobild 716 by Master Builders, Daracem 100 by W.R. Grace, Sikament by Sika Chemical Corporation, and consisting of a second generation admixture, free of chlorides and alkalis (except for those attributable to water) composed of a synthesized sulfonated complex polymer, enabling the concrete to maintain its rehoplastic state in excess of two hours if necessary.
 - b. Manufacturer's Job Site Representation: Provide the services of a competent field service representative from the manufacturer of each of

the admixtures selected for use to provide at the job site advice and consultation on the use of the admixture materials, including the effect on the concrete in place, including recommending maximum discharge time for superplasticizer method and procedure to induce superplasticizer into mixer, quantities of admixtures to be used if variations are required because of temperature/humidity, wind or other environmental considerations, and to be available on short call at any time requested by the Owner, Contractor, or concrete producer.

3. Concrete used in Marine Applications:

- a. Micro Silica admixtures shall be used for concrete installed in marine and coastal applications. Concrete designs shall meet the appropriate requirements of EN206-1, BS 8500 and BS 5075. Contractor shall provide plant certification for all mix designs used in marine and coastal applications.

2.07 GROUT

- A. Nonshrink, Nonmetallic Grout: The Burke Company's Non-Ferrous, Non-Shrink Grout, Sauereisen F-100 Level Fill, Master Builders Masterflow 713, Euclid NS Grout, or equal pre-mixed type.
- B. Nonshrink Metallic Grout: The Burke Company's Metallic Spec Grout, Master Builders Embeco 636 Grout pre-mixed type, or equal.
- C. Epoxy Grout: Sikadur 42 Grout-Pak, or equal, for grouting sleeves for anchor bolts, etc.
- D. Clarifier Basin Grout: Class B concrete of coarse aggregate shall pass the 3/4 inch sieve.

2.08 MEMBRANE CURING COMPOUND.

- A. Membrane curing compound shall be wax-free, pigmented, 100 percent resin base compound such as A.C. Horn's "Horncure 30 C", Hunt Process Corporation; Southern's "All-Resin", or equal.

2.09 BONDING AGENT.

- A. Bonding agent shall be Colma Fix, as manufactured by Sika Chemical Corporation, of Passaic, New Jersey or equal. To be considered equal, the material must be a two-component epoxy-polysulphide resin system, and it must have a demonstrated record of strong adhesion to both wet and dry concrete in either the hardened or the plastic state. It must also be of equal strength.

2.10 ACCESSORIES

- A. Precast Concrete Block Supports for Reinforcing Bars: Comply with ACI 315. Provide blocks with No. 4 dowels bent 90° to support top bars.
- B. Membrane: 6 mil polyethylene film.
- C. Water Stops: Polyvinyl chloride meeting all requirements of U.S. Army Corps of Engineer's Specification CRD-C-572 and equal to Burke Water Stops as manufactured by The Burke Company. Provide flat dumbbell type and center bulb type, 9 inches x 3/8 inch at wall thickness of 12 inches or greater, and 6 inches x 3/8 inches at wall thickness less than 12 inches. Provide 6-inch split-ribbed with center bulb type at connections of new concrete structures with existing concrete. Provide water stops as indicated on the Drawings.
- D. Preformed Expansion Joint Filler:
 - 1. Bituminous type conforming to the requirements of ASTM D994.
 - 2. Nonextruding type, self-expanding cork, 3/4-inch thick or as otherwise shown on the Drawings, conforming to the requirements of ASTM D1752, Type III, and compatible with the specified joint sealant compound.
- E. Joint Sealant: A multipart gray polyurethane sealant, meeting U.S. Federal Specification TT-S-00227E (3) Type 1, Class A self-leveling for horizontal joints, and Type II, Class A, non-sag for vertical joints, and recommended by the manufacturer for continuous immersion in water. Provide sealants as manufactured by Products Research and Chemical Corporation, Mameco International, The Burke Company, W.R. Meadows, or equal.
- F. Tongue and Groove Joint Forms: 24-gauge steel forms complete with steel stakes and splice plates, designed for joints not to receive a poured seal, and equal to Burke Keyed Kold Joint as manufactured by The Burke Company.
- G. Inserts: Galvanized steel to fit the proposed hanger or support.
- H. Mortar for Repair of Concrete: Same materials as used for concrete, except omit coarse aggregate and use not more than one-part cement to two and on-half parts sand by damp loose volume. Use no more mixing water than is necessary for handling and placing.
- I. Burlap Mats: Conform to AASHTO Specification M182.

- J. Epoxy Bonding Agent: Euco #452, BurkEpoxy MV, Sikadur Hi Mod, Concresive 1001-LPL, or equal.
- K. Powered Epoxy Coating for Anchor Bolts: Powdered epoxy resin as manufactured by the 3M Company, Scotchkote No. 213, Armstrong No. R349.

2.11 CONDUITS AND PIPES EMBEDDED IN CONCRETE

- A. Conduits, pipes and sleeves of any material not harmful to concrete shall be permitted to be embedded in concrete with approval of the engineer, provided they are not considered to replace structurally the displaced concrete.
- B. Conduits and pipes of aluminum shall not be embedded in structural concrete unless effectively coated or covered to prevent electrolytic action between aluminum and steel.
- C. Conduits and pipes, with their fittings, embedded within a column shall not displace more than 4% of the area of cross section on which strength is calculated or which is required for fire protections.
- D. Conduits, pipes, sleeves passing through a slab, wall or beam shall not impair significantly the strength of the construction.
- E. Except when plans for conduits and pipes are approved by the engineer, conduits and pipes embedded within a slab, wall, or beam shall satisfy the following:
 - 1. They shall not be larger in outside dimension than one-third overall thickness of slab, wall, or beam in which they are embedded.
 - 2. They shall not be spaced closer than three diameters or widths on center.

2.12 PIPES CONTAINING LIQUID, GAS, OR VAPOR

- A. Pipes that will contain liquid, gas or vapor may be embedded in structural concrete under the following conditions:
 - 1. Pipes and fittings shall be designed to resist effects of the material, pressure, and temperature to which they will be subjected.
 - 2. No liquid, gas, or vapor, except water not exceeding 90°F (32C) nor 50 psi (345 kPa) pressure, shall be placed in the pipes until the concrete has attained its design strength.

3. Concrete cover for pipes, conduits and fittings shall be not less than 12 inches (38 mm) for concrete exposed to earth or weather or in contact with ground.
4. Reinforcement with an area of not less than 0.002 times area of concrete section shall be provided normal to piping.
5. Piping and conduit shall be so fabricated and installed that cutting, bending or displacement of reinforced from its proper location will not be required.

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) nor 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 C 94.
 - 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 additions of water to preserve the required consistency, shall be cause for 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
 - .38 (lbs/lb) – Concrete in Marine Environments
 - .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 move 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 not 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.
6. Slab forms shall be thoroughly cleaned after placing wall concrete below. Concrete in beams or walls shall be placed to bottom of floor slab. After concrete in walls below floor slab has been in place for approximately 30 minutes, the concrete for the floor slab and upper portion of the beam shall be placed and vibrated.
7. When concrete is conveyed by chutes, the equipment shall be of proper size and design to insure a continuous flow in the chute. The chutes shall be metal or metal lined, and the different portions shall have approximately the same slope. The slope shall not be less than one vertical to three horizontal or more than one vertical to two horizontal, and there shall be provision for a baffle at the discharge end of the chute to prevent segregation. If the vertical distance between the

discharge end of the chute and the surface of the concrete is more than five feet, a spout shall be used. The lower end of the spout shall be kept as near the surface of the deposit as is practicable. All chutes and spouts shall be thoroughly cleaned before and after each run. All debris and water shall be discharged outside the forms.

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 be 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 with waterproof sheet.

1. Wet Burlap Method: Cover concrete surface with a double thickness of burlap, cotton mats, or other approved material, 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 the water.
3. Covering with 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 with waterproof curing sheet conforming to ASTM C171, waterproof paper and polyethylene film, free of holes or tears. Keep sheet fully flat, 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. Minimum clearances between the steel and face of concrete shall be maintained as shown.
- 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 diameters apart, rather than as specified above.

3.05 FORMS

- A. Installation and erection shall be in accordance with ACI 347 and as 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 formwork in its entirety. Forms shall support required loads and shall maintain their dimensional and surface correctness to produce members required by 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.

<u>Structural Member or Condition</u>	<u>Normal Strength Concrete</u>	<u>Normal High-Early Strength Concrete</u>	<u>Minimum Compressive Strength for Form Removal (% Design Strength)</u>
Cantilevers	12 days	7 days	90
Over 20 feet between supports		7 days	90
Stairway	10 days	5 days	80
Floor Slabs	5 days	3 days	70
Free standing walls, column and piers	5 days	3 days	70
Walls, piers columns, sides of beams, footings slabs on grade, and vertical surfaces	24-48 hours	12-24 hours	70
Front face form of curbs	6-24 hours	6 hours	70

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. Concrete Finishes:

1. Formed Surfaces: After removal of forms, chip off all irregular projections, grind flush with adjacent surfaces and finish concrete surfaces in accordance with the following schedule:

<u>Finish Designation</u>	<u>Area Applied</u>
F-1	Exterior walls below grade not exposed to water: Repair defective concrete, fill depressions deeper than 2 inch, and fill tie holes.
F-2	Exterior and interior walls exposed to water: Repair defective concrete, remove fins, fill depressions 3 inch or deeper, and fill tie holes.
F-3	Walls of structures of buildings exposed to view and underside of formed floors or slabs: In addition to Finish F-2, fill depressions and airholes in mortar. Dampen surfaces and then spread a slurry consisting of one-part cement and one and one-half parts sand by damp loose volume on the surface with clean burlap pads or sponge rubber floats. Remove any surplus by scraping and then rubbing with clean burlap.
F-4	Tops of walls, beams and similar unformed surfaces occurring adjacent to formed surfaces: Strike smooth after concrete is placed and float to a texture reasonably consistent with that of formed surfaces.

2. Slab Surfaces:
 - a. General: After concrete has been consolidated, finish all concrete slabs with a floated finish. After floating, trowel finish all concrete slabs, except

for areas to receive roofing, insulation, tile or topping, and immediately light broom finish. Where a finish is not indicated, provide a troweled finish.

<u>Finish Designation</u>	<u>Area Applied</u>
S-1	Slabs and floors not water bearing: Smooth steel trowel finish.
S-2	Slabs and floors which are water bearing and slab surfaces on which mechanical equipment moves: Steel trowel finish free from trowel marks and all irregularities.
S-3	Slabs, floors and stair treads of structures or buildings exposed to view: Steel trowel finish without local depressions or high points and apply a light hair-broom finish. Do not use stiff bristle brooms or brushes. Leave hair-broom lines parallel to the direction of slab drainage.
S-4	Slabs and floors at slopes greater than 10%: Steel trowel finish without local depressions or high points. Apply a stiff bristle broom finish. Leave broom lines parallel to the direction of slope drainage.
S-5	Exposed edges of slabs, floors and tops of walls: Finish with a 3-inch radius edge if a chamfer is not indicated.
C.	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.
D.	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.
E.	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

in 10 feet as determined by a 10 foot straightedge placed anywhere on the slab in any direction.

- F. 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.
- G. 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 Standard 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 STOPS

- A. Expansion Joints shall be placed as indicated on the drawings. Joint materials for surfaces exposed to water and sewage shall conform to ASTM D175, Preformed Joint Filler, non-extruding and resilient (bituminous type), thickness as shown on the drawings. Joint materials 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 Joints 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 03 60 00
GROUTING

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Provide all labor, materials, tools and equipment and perform all grouting as specified hereinafter and indicated on the Drawings.

1.02 RELATED WORK

- A. Section 03 30 00: Cast-In-Place Concrete

1.03 SUBMITTALS

- A. Submit manufacturer's literature for review on the following items:
 - 1. Non-shrink grout data including grout properties, mixing, surface preparation and installation instructions.

1.04 DELIVERY AND STORAGE

- A. Deliver and store grouting materials in unbroken containers with seals and labels intact as packaged by the manufacturer.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Non-shrink, Nonmetallic Grout: The Burke Company's Non-Ferrous, Non-Shrink Grout, Sauereisen F-100 Level Fill, Master Builders Masterflow 713, Euclid NS Grout, or equal pre-mixed type.
- B. Non-shrink Metallic Grout: The Burke Company's Metallic Spec Grout, Master Builders Embeco 636 Grout pre-mixed type, or equal.
- C. Epoxy Grout: Sikadur 42 Grout-Pak, or equal, for grouting sleeves for anchor bolts, etc.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Clean all bonding surfaces or dust and oil.

3.02 INSTALLATION

- A. Non-shrink Grout:

1. Use non-shrink, nonmetallic grout for grouting precast concrete wall panel connections, column base plates, anchor bolts, reinforcing bars, pipe sleeves, machinery supports and pump base plates. Use epoxy grout for anchor bolts, etc., where indicated on the Drawings.
2. Mix and place non-shrink grout as recommended by the manufacturer.
3. Mix grout as close to the work area as possible and transport quickly to its final position in a manner which will not permit segregation of materials.
4. Cure non-shrink grout with water saturated burlap for at least three days or with an application of Super Rez Seal cure and seal compound applied immediately after grout placement.
5. Do not operate machinery set on grout pads until the grout has cured for at least 24 hours.

END OF SECTION

SECTION 07 72 33
ROOF HATCHES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: This Section includes providing all labor, materials and equipment necessary to install the access hatch doors or the collection basin and the flow meter vault as indicated in the Drawings and/or specified herein.
- B. Related Work Specified Elsewhere:
 - 1. Bonds: Section 01 78 33
 - 2. Warranties: Section 01 78 36

1.02 QUALITY ASSURANCE

- A. Standards: The access doors shall meet the standards of the following:
 - 1. Standard Building Code
 - 2. OSHA Requirements
- B. Manufacturers: Halliday Products, Orlando, Florida; The Bilco Company, New Haven, Connecticut; or approved equal.

1.03 SUBMITTALS

- A. Shop Drawings: Shop drawings shall be submitted to the Engineer for approval. Shop drawings shall include manufacturer's data sheets showing all materials, connections and other required details to illustrate a complete operating access door.

1.04 WARRANTY AND GUARANTEES

- A. The manufacturer shall guarantee the access door against defects in material and workmanship for a period of ten (10) years. Refer to Section 01 78 36 for requirements.

PART 2 - PRODUCTS

2.01 GENERAL REQUIREMENTS

- A. The access doors, in sizes as shown on the drawings, shall be standard design of the manufacturer.

2.02 MATERIALS

- A. Each hatch shall be designed according to the openings shown on the Drawings. The aluminum access frames shall be manufactured from 1/3 inch thick, one piece extruded aluminum frame. The frame shall be a self-draining channel with 1 ½ inch draining coupling located in the channel frame. The door panels shall close flush and shall be 1/3 inch thick aluminum diamond (checker) plate. The installed access doors shall be designed to withstand traffic loads, as required. Removable aluminum cross-beams shall be provided by the hatch supplier as required to accomplish the stated loadings. The doors shall have stainless steel hinges with tamper proof fasteners. All hardware shall be made of 316L stainless steel. Each door shall have spring operators, such that the maximum lifting effort is less than 25 pounds. The hatch supplier shall provide the number of doors as required to accomplish the lifting requirements. Each door shall open to 90° and lock automatically with a stainless steel, positive locking arm and a stainless steel release handle. Each door shall have a recessed stainless steel lifting handle.
- B. All access doors shall be designed with a neoprene gasket on the inside lip of the frame perimeter, to form an essentially air-tight seal.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. The access hatches and doors shall be installed as recommended by the manufacturer and adjusted for proper operation without binding.

END OF SECTION

SECTION 09 90 00
PAINTING AND COATING

PART 1 – GENERAL

1.01 Scope

- A. This specification defines the methods of surface preparation, coating systems, and methods of application for painting as outlined herein.
- B. The Contractor shall furnish all supervision, labor, tools, materials, equipment, scaffolding or other structures, and supervision required for the transportation, unloading, storage, and application of the paint and associated products covered by this specification.
- C. The work includes painting and finishing of interior and exterior exposed items above and below grade surfaces, such as structural steel, miscellaneous metals, ceilings, walls, floors, doors, frames, pipe, handrails, posts, fittings, valves, pumps, tanks, equipment, and all other work obviously required to be painted unless otherwise specified herein or on the drawings. The omission of minor items in the schedule of work shall not relieve the contractor of his obligation to include such items where they come within the general intent of the specification as stated herein.
- D. The following items will not be painted:
 - 1. Any code requiring labels, such as Underwriters' Laboratories and Factory Mutual, or any equipment identification, performance rating, name or nomenclature plates.
 - 2. Any moving parts of operating units, mechanical and electrical parts, such as valve and damper operators, linkages, sinkages, sensing devices, motor and fan shafts, unless otherwise indicated.
 - 3. Aluminum handrails, walkways, windows, louvers, and grating unless otherwise specified herein.
 - 4. Signs and nameplates.
 - 5. Finish hardware.
 - 6. Stainless steel angles, tubes, pipe, etc.
 - 7. Products with polished chrome, aluminum, nickel, or stainless-steel finish.
 - 8. Plastic switch plates and receptacle plates.

- 9. Flexible couplings, lubricated bearing surfaces, insulation and metal and plastic pipe interior.
- 10. Sprinkler heads.
- E. All work shall be done in strict accordance with this specification, the design drawings and the painting package, including manufacturer's printed instructions.
- F. The Contractor will obtain, at its own expense, all permits, licenses and inspections and shall comply with all laws, codes, ordinances, rules, and regulations promulgated by authorities having jurisdiction, which may bear on the work. This compliance will include Federal Public Law 91-596 more commonly known as the "Occupational Safety and Health Act of 1970."
- G. Wherever the word "Engineer" occurs in this specification, it shall apply to the authorized representative of Mead & Hunt. Where the word "Contractor" occurs in this specification, it shall apply to the contractor performing any part of or all of this work.
- H. Surfaces to be painted: (Refer to 17.0 Coating Schedule for description of surfaces to be painted and their specified coating systems and colors).

1.02 Definitions

- A. Field Painting is the painting of new or rebuilt items at the job site. Field painting shall be the responsibility of the Contractor.
- B. Shop Painting is the painting of new or rebuilt items in the shop prior to delivery to the jobsite.

1.03 Abbreviations

- A. The abbreviations and definitions listed below, when used in this specification, shall have the following meanings:
 - 1. SSPC – Society for Protective Coatings
 - 2. Exterior – Outside, exposed to weather
 - 3. Interior Dry – Inside, not subject to immersion service
 - 4. Interior Wet – Inside, subject to immersion service

5. ASTM – American Society of Testing Materials
6. NACE – National Association of Corrosion Engineers
7. NSF – National Sanitation Foundation
8. AWWA – American Water Works Associates

PART II - RESOLUTION OF CONFLICTS

- A. It shall be the responsibility of the Contractor to arrange a meeting prior to the start of painting, or flooring installation between the Contractors, the Paint Manufacturer whose products are to be used, and the Engineer. All aspects of surface preparation, application and coating systems as covered by this specification will be reviewed at this meeting.
- B. Clarification shall be requested promptly from the Engineer when instructions are lacking, conflicts occur in the specification, or the procedure seems improper or inappropriate for any reason.
- C. Copies of all manufacturer's instructions and recommendations shall be furnished to the Engineer by the Painting Contractor.
- D. It shall be the responsibility of the Coating Manufacturer to have their factory representative meet in person with the Contractor and Engineer a minimum of three times during the job as a consultant on surface preparation, mil thickness of coating and proper application of coating unless meeting is determined to be unnecessary by the Engineer.

PART III - INSPECTION OF SURFACES

- A. Before application of the prime coat and each succeeding coat, all surfaces to be coated shall be subject to inspection by the Engineer. Any defects or deficiencies shall be corrected by the Contractor before application of any subsequent coating.
- B. Samples of surface preparation and of painting systems shall be furnished by the Contractor to be used as a standard throughout the job, unless omitted by the Engineer.
- C. When any appreciable time has elapsed between coatings, previously coated areas shall be carefully inspected by the Engineer, and where, in his opinion, surfaces are damaged or contaminated, they shall be cleaned and recoated at the Contractor's expense. Recoating times of manufacturer's printed instructions shall be adhered to.
- D. Coating thickness shall be determined by the use of a properly calibrated "Nordson-

Mikrotest” “Positest” Coating Thickness Gauge (or equal) for ferrous metal or an OG232 “Tooke” Paint Inspection gauge (or equal) for non-ferrous and cementitious surfaces. Please note that use of the “tooke” gauge is classified as a destructive test.

PART IV - EQUIPMENT

- A. Effective oil and water separators shall be used in all compressed air lines serving spray painting and sandblasting operations to remove oil or moisture from the air before it is used. Separators shall be placed as far as practical from the compressor.
- B. All equipment for application of the paint and the completion of the work shall be furnished by the Contractor in first-class condition and shall comply with recommendations of the paint manufacturer.
- C. Contractor will provide free of charge to the Engineer a “Nordson-Mikrotest” or “Positest” dry film thickness gauge for ferrous metal and an OG232 “Tooke” gauge or equal for non-ferrous and cementitious surface, to be used to inspect coatings by the Engineer and Contractor. The gauges may be used by the Contractor and returned each day to the Engineer. Engineer will return gauges to Contractor at completion of job.

PART V - MATERIALS

- A. All materials specified herein are manufactured by the TNEMEC Company, Inc., Xypex Chemical Corporation, or Chemprobe Technologies, Inc. These products are specified to establish standards of quality and are approved for use on this project.
- B. Equivalent materials of other manufacturers may be substituted on approval of the Engineer. Requests for substitution shall include Manufacturer’s literature for each product giving the name, generic type, descriptive information and evidence of satisfactory past performance and an independent laboratory certification that their product meets the performance criteria of the specified materials. Unless otherwise stated, the latest revision of identified specifications shall be used.
 - 1. Abrasion – Fed. Test Method Std. No. 141, Method 6192, CS-17 Wheel, 1,000 grams load
 - 2. Adhesion – Elcometer Adhesion Tester
 - 3. Exterior Exposure – Exposed at 45 degrees facing the ocean (South Florida Marine Exposure)
 - 4. Hardness – ASTM D3363

5. Humidity – ASTM D2247
 6. Salt Spray (Fog) – ASTM B117
- C. Bidders desiring to use coatings other than those specified shall submit their proposal in writing to the Engineer at least ten (10) days prior to the bid opening. Substitutions which decrease the film thickness, the number of coats applied, change the generic type of coating, or fail to meet the performance criteria of the specified materials will not be approved. Prime and finish coats of all surfaces shall be furnished by the same manufacturer.
 - D. All coatings to be shop applied must meet the requirements for volatile organic compounds (VOC) of not more than 3.5 lbs/Gallon after thinning.
 - E. Colors, where not specified, shall be as selected by the Owner or their Representative.
 - F. All coatings in contact with potable water need to be NSF Certified in accordance with ANSI/NSF Standard 61.

PART VI - WORKMANSHIP AND MATERIALS

- A. Surface Preparation
 1. The surface shall be cleaned as specified for the paint system being used. All cleaning shall be as outlined in the Steel Structures Painting Council's Surface Preparation Specification, unless otherwise noted. If surfaces are subject to contamination, other than mill scale or normal atmospheric rusting, the surfaces shall be pressure washed, and acid or caustic pH residues neutralized, in addition to the specified surface preparation.
- B. Standards for Surface Preparation
 1. **SSPC-SP1 Chemical and/or Solvent Cleaning**
 - a. Remove all grease, oil, salt, acid, alkali, dirt, dust, wax, fat, foreign matter, and contaminants, etc. by one of the following methods: steam cleaning, alkaline cleaning, or volatile solvent cleaning.
 2. **SSPC-SP2 Hand Tool Cleaning**
 - a. Removal of loose rust, loose mill scale, and loose paint to a clean sound substrate by hand chipping, scraping, sanding, and wire brushing.

3. **SSPC-SP3 Power Tool Cleaning**
 - a. Removal of loose rust, loose mill scale, and loose paint to a clean sound substrate by power tool chipping, descaling, sanding, wire brushing, and grinding.
4. **SSPC-SP4 Flame Cleaning**
 - a. Dehydrating and removal of rust, loose mill scale, and some light mill scale by use of flame, followed by wire brushing.
5. **SSPC-SP5 (NACE-1) White Metal Blast Cleaning**
 - a. Complete removal of all mill scale, rust, rust scale, previous coating, etc., leaving the surface a uniform gray-white color.
6. **SSPC-SP6 (NACE-3) Commercial Grade Blast Cleaning**
 - a. Complete removal of all dirt, rust scale, mill scale, foreign matter, and previous coatings, etc., leaving only shadows and/or streaks caused by rust stain and mill scale oxides. At least 66% of each square inch of surface area is to be free of all visible residues, except slight discoloration.
7. **SSPC-SP7 (NACE-4) Brush-Off Blast Cleaning**
 - a. Removal of rust scale, loose mill scale, loose rust, and loose coatings, leaving tightly bonded mill scale, rust and previous coatings. On concrete surfaces, brush-off blast cleaning shall remove all laitance, form oils, and solid contaminants. Blasting should be performed sufficiently close to the surface so as to open up surface voids, bug holes, air pockets, and other subsurface irregularities, but so as not to expose underlying aggregate.
8. **SSPC-SP8 Pickling**
 - a. Complete removal of rust and mill scale by acid pickling, duplex pickling or electrolytic pickling (may reduce the resistance of the surface to corrosion, if not to be primed immediately).
9. **SSPC-SP10 (NACE-2) Near-White Blast Cleaning**
 - a. Removal of all rust scale, mill scale, previous coating, etc., leaving only light stains from rust, mill scale, and small specks of previous coating. At

least 95% of each square inch of surface area is to be free of all visible residues and the remainder shall be limited to slight discoloration.

10. **SSPC-SP11-87 Power Tool Cleaning to Bare Metal**

- a. Complete removal of rust, rust scale, mill scale, foreign matter, and previous coatings, etc., to a standard as specified on a Commercial Grade Blast Cleaning (SSPC-SP6, NACE-3) by means of power tools that will provide the proper degree of cleaning and surface profile.

11. **SSPC-SP13 (NACE-6) Surface Preparation of Concrete**

- a. Surface preparation of concrete by mechanical, chemical, or thermal methods prior to the application of bonded protective coating or lining systems.

C. Visual standards

1. SSPC-VIS-1 (Swedish SIS OS 5900), "Pictorial Surface Preparation Standards for Painting Steel Surfaces," and the National Association of Corrosion Engineers, "Blasting Cleaning Visual Standards" TM-01-70 and TM-01-75 shall be considered as standards for proper surface preparation.
2. Oil, grease, soil, dust, etc., deposited on the surface preparation that has been completed shall be removed prior to painting according to SSPC-SP1 Solvent Cleaning.
3. Weld flux, weld spatter and excessive rust scale shall be removed by Power Tool Cleaning as per SSPC-SP11-87T.
4. All weld seams, sharp protrusions, and edges shall be ground smooth prior to surface preparation or application of any coatings.
5. All areas requiring field welding shall be masked off prior to shop coating, unless waived by the Engineer.
6. All areas which require field touch-up after erection, such as welds, burnbacks, and mechanically damaged areas, shall be cleaned by thorough Power Tool as specified in SSPC-SP11-87T.
7. "Touch-up systems will be same as original specification except that approved manufacturer's organic zinc-rich shall be used in lieu of inorganic zinc where this system was originally used. Also, strict adherence to manufacturer's complete

touch-up recommendations shall be followed. Any questions relative to compatibility of products shall be brought to the Engineer's attention; otherwise, Contractor assumes full responsibility.

PART VII – PRE-TREATMENTS

- A. When specified, the surface shall be pretreated in accordance with the specified pretreatment prior to application of the prime coat of paint.

PART VIII - STORAGE

- A. Materials shall be delivered to the job site in the original packages with seals unbroken and with legible unmutated labels attached. Packages shall not be opened until they are inspected by the Engineer and required for use. All painting materials shall be stored in a clean, dry, well-ventilated place, protected from sparks, flame, and direct rays of the sun or from excessive heat. Paint susceptible to damage from low temperatures shall be kept in a heated storage space when necessary. The Contractor shall be solely responsible for the protection of the materials stored by himself at the job site. Empty coating cans shall be required to be neatly stacked in an area designated by the Engineer and removed from the job site on a schedule determined by the Engineer. Engineer may request a notarized statement from contractor detailing all materials used on the project.

PART IX - PREPARATION OF MATERIALS

- A. Mechanical mixers, capable of thoroughly mixing the pigment and vehicle together, shall mix the paint prior to use where required by manufacturer's instructions; thorough hand mixing will be allowed for small amounts up to one gallon. Pressure pots shall be equipped with mechanical mixers to keep the pigment in suspension, when required by manufacturer's instructions. Otherwise, intermittent hand mixing shall be done to assure that no separation occurs. All mixing shall be done in accordance with SSPC Vol. 1, Chapter 4, "Practical Aspects, Use and Application of Paints" and/or with manufacturer's recommendations.
- B. Catalysts or thinners shall be as recommended by the manufacturer and shall be added or discarded strictly in accordance with the manufacturer's instruction.

PART X - APPLICATION

- A. Paint shall be applied only on thoroughly dry surfaces and during periods of favorable weather, unless otherwise allowed by the paint manufacturer. Except as provided below, painting shall not be permitted when the atmospheric temperature is below 50° F, or when

freshly painted surfaces may be damaged by rain, fog, dust, or condensation, and/or when it can be anticipated that these conditions will prevail during the drying period.

- B. No coatings shall be applied unless surface temperature is a minimum of 5° above dew point; temperature must be maintained during curing.

DEW POINT CALCULATION CHART

Ambient Air Temperature – Fahrenheit

Relative

Humidity	20	30	40	50	60	70	80	90	100	110	120
90%	18	28	37	47	57	67	77	87	97	107	117
85%	17	26	36	45	55	65	76	84	95	103	113
80%	16	25	34	44	54	63	73	82	93	102	110
75%	15	24	33	42	52	62	71	80	91	100	108
70%	13	22	31	40	50	60	68	78	88	96	105
65%	12	20	29	38	47	57	66	76	85	93	103
60%	11	29	27	36	45	55	64	73	83	92	101
55%	9	17	25	34	43	53	61	70	80	89	98
50%	6	15	23	31	40	50	59	67	77	86	94
45%	4	13	21	29	37	47	56	64	73	82	91
40%	1	11	18	26	35	43	52	61	69	78	87
35%	-2	8	16	23	31	40	48	57	65	74	83
30%	-6	4	13	20	28	36	44	52	61	69	77

SURFACE TEMPERATURE AT WHICH CONDENSATION OCCURS

- C. Dew Point

1. Temperature at which moisture will condense on surface. No coatings should be applied unless surface temperature is a minimum of 5° above this point. Temperature must be maintained during curing.

- D. Example
1. If air temperature is 70° F and relative humidity is 65%, the dew point is 57° F. No coating should be applied unless surface temperature is 62° F minimum.
- E. No coatings shall be applied unless the relative humidity is below 85%.
- F. Suitable enclosures to permit painting during inclement weather may be used if provisions are made to control atmospheric conditions artificially inside the enclosure, within limits suitable for painting throughout the painting operations.
- G. Field Painting in the immediate vicinity of, or on, energized electrical and rotating equipment, and equipment and/or pipes in service shall not be performed without the approval of the Engineer.
- H. Extreme care shall be exercised in the painting of all operable equipment, such as valves, electric motors, etc., so that the proper functioning of the equipment will not be affected.
- I. The Contractor's scaffolding shall be erected, maintained, and dismantled without damage to structures, machinery, equipment or pipe. Drop cloths shall be used where required to protect buildings and equipment. All surfaces required to be clear for visual observations shall be cleaned immediately after paint application.
- J. Painting shall not be performed on insulated pipe within three (3) feet of insulation operations or on insulation where covering and surface coat have not had time to set and dry. Painting shall not be performed on uninsulated pipe within one (1) foot of any type of connection until the connection has been made, except as directed by the Engineer.
- K. The prime coat shall be applied immediately following surface preparation and in no case later than the same working day. All paint shall be applied by brushing, paint mitt and roller, conventional spraying, or airless spraying, using equipment approved by the paint manufacturer.
- L. Each coat of paint shall be recoated as per manufacturer's instructions. Paint shall be considered recoatable when an additional coat can be applied without any detrimental film irregularities such as lifting or loss of adhesion.
- M. Surfaces that will be inaccessible after assembly shall receive either the full specified paint system or three shop coats of the specified primer before assembly.
- N. Finish colors shall be in accordance with the COLOR SCHEDULE and shall be factory mixed (i.e., there shall be no tinting by the Contractor, unless authorized by the Engineer).

- O. All edges and weld seams in immersion service shall receive a "stripe coat" (applied by brush) of the 1st coat prior to application of the full 1st coat.
- P. All open seams in the roof area of tanks shall be filled after application of the topcoat with a flexible caulking such as Sika Flex 1A.

PART XI - WORKMANSHIP

- A. The Contractor must show proof that all employees associated with this project shall have been employed by the Contractor for a period not less than six (6) months.
- B. Painting shall be performed by experienced painters in accordance with the recommendations of the paint manufacturer. All paint shall be uniformly applied without sags, runs, spots, or other blemishes. Work, which shows carelessness, lack of skill, or is defective in the opinion of the Engineer, shall be corrected at the expense of the Contractor.
- C. The Contractor shall provide the names of at least 6 other projects of similar size and scope that they have successfully completed under their current company name.
- D. Application of Paint
 - 1. BY BRUSH AND/OR ROLLERS
 - a. Top quality, properly styled brushes and rollers shall be used. Rollers with a baked phenohl core shall be utilized.
 - b. The brushing or rolling shall be done so that a smooth coat as nearly uniform in thickness as possible is obtained. Brush or roller strokes shall be made to smooth the film without leaving deep or detrimental marks.
 - c. Surfaces not accessible to brushes or rollers may be painted by spray, by dauber or sheepskins, and paint mitt.
 - d. It may require 2 coats to achieve the specified dry film thickness if application is by brush and roller.
- E. Air, Airless, Or Hot Spray
 - 1. The equipment used shall be suitable for the intended purpose, shall be capable of properly atomizing the paint to be applied and shall be equipped with suitable pressure regulators and gauges.

2. Paint shall be applied in a uniform layer, with a 50% overlap pattern. All runs and sags should be brushed out immediately or the paint shall be removed and the surface resprayed.
3. High build coatings should be applied by a crosshatch method of spray application to ensure proper film thickness of the coating.
4. Areas inaccessible to spray shall be brushed; if also inaccessible to brush, daubs or sheepskins shall be used, as authorized by the manufacturer.
5. Special care shall be taken with thinners and paint temperatures so that paint of the correct formula reaches the receiving surface.
6. Nozzles, tips, etc., shall be of sizes and designs as recommended by the manufacturer of the paint being sprayed.
7. The first coat on concrete surfaces in immersion service should be sprayed and backrolled.

PART XII - PROTECTION AND CLEAN-UP

- A. It shall be the responsibility of the Contractor to protect at all times, in areas where painting is being done, floors, materials of other crafts, equipment, vehicles, fixtures, and finished surfaces adjacent to paint work. Cover all electric plates, surface hardware, nameplates, gauge glasses, etc., before start of painting work.
- B. At the option of the Engineer during the course of this project, the Contractor will contain all spent abrasives, old paint chips, paint overspray and debris by means suitable to the Engineer, including but not limited to, full shrouding of the area.
- C. If shrouding is required, the Contractor must provide a complete design of the intended shroud or cover. Care must be taken not to modify or damage the structure during the use of the shroud. If damage should occur, the Contractor is held responsible for all repairs.
- D. At completion of the work, remove all paint where spilled, splashed, splattered, sprayed or smeared on all surfaces, including glass, light fixtures, hardware, equipment, painted, and unpainted surfaces.
- E. After completion of all painting, the Contractor shall remove from job site all painting equipment, surplus materials, and debris resulting from this work.

- F. The Contractor is responsible for the removal and proper disposal of all hazardous materials from the jobsite in accordance with Local, State, and Federal requirements as outlined by the Environmental Protection Agency.
- G. A notarized statement shall be presented to the Engineer that all hazardous materials have been disposed of properly including but not limited to: Name of disposal company, disposal site, listing of hazardous materials, weights of all materials, cost per pound and EPA registration number.

PART XIII - TOUCH-UP MATERIALS

- A. The Contractor shall provide at the end of the project at least one (1) gallon of each generic topcoat in each color as specified by the Engineer for future touch-up. Two gallons may be required for (2) component materials.

PART XIV - ON-SITE INSPECTION

- A. During the course of this project the Engineer will reserve the option of incorporating the services of a qualified inspection service. The inspection service will be responsible for assuring the proper execution of this specification by the successful contractor.

PART XV - COATING SYSTEM SCHEDULE

A. **IMMERSION**

A.1 System No. 46-30 Coal Tar-Epoxy (Non-Potable Water)

Surface Preparation: SSPC-SP10 Near White Blast Cleaning*

DFT-Mils

One Coat: 46H-413 Hi-Build Thene-Tar 16.0 – 20.0

NOTE: May be applied in a two-coat application. Review critical recoat time if utilized.

*SSPC-SP6 Commercial Blast Cleaning may be used for non-immersion service.

B. **IMMERSION – POTABLE & NON-POTABLE WATER**

B.3 System No. 46-31 Coal Tar-Epoxy (Non-Potable Water)

Surface Preparation: Allow concrete to cure for 28 days. Abrasive blast clean per SSPC-SP13.

DFT-Mils

One Coat: 46H-413 Hi-Build Tneme-Tar

14.0 – 20.0

NOTE: May be applied in a two-coat application. Review critical recoat time if utilized. Surface irregularities and bug holes should be filled to a smooth uniform appearance as required with TNEMEC Series 63-1500 Filler & Surfacer.

END OF SECTION

SECTION 26 05 00
COMMON WORK RESULTS FOR ELECTRICAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 DESCRIPTION

- A. Work to be performed under the sections of Division 26 includes all labor, materials, and equipment required to install complete electrical systems as described in these specifications and as shown on the drawings. This section includes information common to two or more technical specification sections or items that are of a general nature, not conveniently fitting into other technical sections.
- B. Before submitting a bid, the Contractor shall examine the drawings and specifications, visit the work site, and be informed of local conditions, all federal, state and local ordinances, regulations and all other pertinent items which may affect cost, schedule, and completion of this project.
- C. Drawings accompanying these specifications are a part of these specifications. Drawings are intended to show general arrangement, design, and extent of work and are diagrammatic. Drawings are not intended to show exact locations except where dimensions are shown. Any substantial differences existing between drawings and conditions in the field shall be submitted to the Engineer for consideration before proceeding with work. Electrical work is shown on plans using standard industry symbols.
- D. Before ordering materials or doing work, the Contractor shall verify all measurements pertaining to work scope and assume installation responsibility for complete and fully functional electrical systems.
- E. The electrical work included in all other divisions of this specification and related documents is the responsibility of the contractor performing the division 26 work unless specifically noted otherwise.
- 1.3 REFERENCED STANDARDS
- A. Abbreviations of standards organizations referenced in this and other sections are as follows:

ANSI	American National Standards Institute
ASTM	American Society for Testing and Materials
EPA	Environmental Protection Agency
ETL	Electrical Testing Laboratories, Inc.
IBC	International Building Code
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
ISA	Instrument Society of America
NBS	National Bureau of Standards
NEC	National Electric Code
NECA	National Electrical Contractors Association
NEMA	National Electrical Manufacturers Association
NESC	National Electrical Safety Code
NFPA	National Fire Protection Association
UL	Underwriters Laboratories Inc.

1.4 QUALITY ASSURANCE

- A. Manufacturer references used herein are intended to establish a level of quality and performance requirements unless more explicit restrictions are stated to apply.
- B. Where equipment or accessories are used which differ in arrangement, configuration, dimensions, ratings, or engineering parameters from those indicated on the contract documents, the contractor is responsible for all costs involved in integrating the equipment or accessories into the system and the assigned space and for obtaining the performance from the system into which these items are placed.
- C. All materials shall be listed by and shall bear the label of an approved electrical testing laboratory. If none of the approved electrical testing laboratories has published standards for a particular item, then other national independent testing standards, subject to approval by the Engineer, shall apply and such items shall bear those labels. Where one of the approved electrical testing laboratories has an applicable system listing and label, the entire system shall be so labeled. The Contractor shall not modify new equipment in such a way as to nullify the Testing Laboratories label. All equipment and materials shall be used or installed in accordance with any instruction included in the listing by the laboratory.

1.5 DEFINITIONS

- A. ARC: Aluminum rigid conduit.
- B. ATS: Acceptance Testing Specifications.

- C. CPT: Control power transformer.
- D. Direct Buried: Duct or a duct bank that is buried in the ground, without any additional casing materials such as concrete.
- E. Duct: A single duct or multiple ducts. Duct may be either installed singly or as component of a duct bank.
- F. Duct Bank: Two or more ducts installed in parallel, with or without additional casing materials and or multiple duct bank.
- G. EMI: Electromagnetic interference.
- H. EMT: Electrical metallic tubing.
- I. Ethernet: Local area network based on IEEE 802.3 standards.
- J. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.
- K. FMG: Factory Mutual Group
- L. GFCI: Ground-Fault Circuit Interrupter.
- M. GRC: Galvanized rigid steel conduit.
- N. IBC: International Building Code.
- O. IMC: Intermediate metal conduit.
- P. I/O: Input/output.
- Q. IP: Internet protocol.
- R. Jacket: A continuous nonmetallic outer covering for conductors or cables.
- S. LAN: Local area network; sometimes plural as "LANs."
- T. LCD: Liquid crystal display.
- U. LED: Light-emitting diode.
- V. Low Voltage: As defined in NFPA 70 for circuits and equipment operating at less than 50 V or remote-control, signaling and power-limited circuits.
- W. MCCB: Molded-case circuit breaker.
- X. MCP: Motor-circuit protector.
- Y. Modbus TCP/IP: An open protocol for exchange of process data.
- Z. Monitoring: Acquisition, processing, communication, and display of equipment status data, metered electrical parameter values, power quality evaluation data, event and alarm signals, tabulated reports, and event logs.
- AA. MOV: Metal-oxide varistor; an electronic component with a significant non-ohmic current-voltage characteristic.
- BB. NC: Normally closed.
- CC. NETA ATS: Acceptance Testing Specification.
- DD. NO: Normally open.
- EE. OCPD: Overcurrent protective device.
- FF. One-Line Diagram: A diagram which shows, by means of single lines and graphic symbols, the course of an electric circuit or system of circuits and the component devices or parts used therein.

- GG. PID: Control action, proportional plus integral plus derivative.
- HH. Pigtail: Short lead used to connect a device to a branch-circuit conductor.
- II. PT: Potential transformer.
- JJ. PWM: Pulse-width modulated.
- KK. RFI: Radio-frequency interference.
- LL. RMC: Rigid metal conduit.
- MM. RS-232: A TIA standard for asynchronous serial data communications between terminal devices.
- NN. RS-485: A serial network protocol, similar to RS-232, complying with TIA-485-A
- OO. SCCR: Short-circuit current rating.
- PP. Service: The conductors and equipment for delivering electric energy from the serving utility to the wiring system of the premises served.
- QQ. Sheath: A continuous metallic covering for conductors or cables.
- RR. SPD: Surge protective device.
- SS. SPDT: Single pole, double throw.
- TT. TCP/IP: Transport control protocol/Internet protocol incorporated into Microsoft Windows.
- UU. TVSS: Transient voltage surge suppressor.
- VV. UTP: Unshielded twisted pair.
- WW. VFD: Variable frequency drive or motor controller.
- XX. VPN: Virtual private network.
- YY. WAN: Wide area network.

1.6 REGULATORY REQUIREMENTS

- A. All work and materials are to conform in every detail to applicable rules and requirements of local codes and regulations, the National Electrical Code (NFPA 70), other applicable National Fire Protection Association codes, and current manufacturing standards (including NEMA) and any additional local modifications enacted by the Local Authority Having Jurisdiction. Contractor shall be responsible to verify what if any local modifications are in place or enacted by the Local Authority Having Jurisdiction.
- B. All work shall be installed in accordance with NECA standards of installation.
- C. All work shall conform where applicable to the Williams-Steiger Occupational Safety and Health Act of 1970 (OSHA), Part 1910, "Occupational Safety and Health Standards." This shall include any local or state modifications enacted by the Authority having Jurisdiction.

1.7 CONTINUITY OF EXISTING SERVICES AND SYSTEMS

- A. No outages shall be permitted on existing systems except at the time and during the interval specified by the Owner. The Owner may require written approval. Any outage must be scheduled when the interruption causes the least interference with normal Owner schedules and business

routines. No extra costs will be paid to the Contractor for such outages which must occur outside of regular weekly working hours.

- B. Interruption of Existing Electric Service: Do not interrupt electric service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electric service according to requirements indicated:
 - 1. Notify Owner no fewer than seven days in advance of proposed interruption of electric service.
 - 2. Indicate method of providing temporary electric service.
 - 3. Do not proceed with interruption of electric service without Owner's written permission.
- C. This Contractor shall restore any circuit interrupted as a result of this work to proper operation as soon as possible.

1.8 TEMPORARY CONSTRUCTION POWER

- A. Provide temporary lighting and construction power for the project. Pay the usage charges to the serving utility for electric service associated with temporary lighting and power for construction.

1.9 OMISSIONS

- A. The Contractor shall call to the attention of the Engineer any materials or apparatus the Contractor believes to be inadequate and to any necessary items of work omitted.

1.10 SUBMITTALS

- A. Refer to Division 01 for Submittal requirements.
- B. Submit for all equipment and systems as indicated in the respective specification sections, marking each submittal with that specification section number. Mark general catalog sheets and drawings to indicate specific items being submitted and proper identification of equipment by name or number, as indicated in the contract documents. Failure to do this may result in the submittal(s) being returned to the Contractor for correction and resubmission. Failing to follow these instructions does not relieve the Contractor from the requirement of meeting the project schedule.
- C. On request, the Contractor shall furnish additional drawings, illustrations, catalog data, performance characteristics, etc. to clarify intent of construction or operations.
- D. Submittals shall be grouped to include complete submittals of related systems, products, and accessories in a single submittal. Mark dimensions and values in units to match those specified. Include wiring diagrams of electrically powered equipment.

- E. The submittals must be approved before fabrication.

1.11 PROJECT/SITE CONDITIONS

- A. Install Work in locations shown on Drawings, unless prevented by Project conditions.
- B. Prepare drawings showing proposed rearrangement of work to meet Project conditions, including changes to work specified in other Sections. Obtain written permission of Engineer before proceeding.
- C. Tools, materials, and equipment shall be confined to areas designated by the Owner.

1.12 WORK SEQUENCE AND SCHEDULING

- A. See the General Conditions of the Contract, Scheduling and Coordination of Work, and Time for Completion of the Project, and General Requirements, Mutual Responsibility for additional requirements.

1.13 WORK BY OTHER TRADES

- A. Every attempt has been made to indicate in this trade's specifications and drawings all work required of this Contractor. However, there may be additional specific paragraphs in other trade specifications and addenda, and additional notes on drawings for other trades which pertain to this Trade's work, and thus those additional requirements are hereby made a part of these specifications and drawings.
- B. Electrical details on drawings for equipment to be provided by others is based on preliminary design data only. This Contractor shall lay out the electrical work and shall be responsible for its correctness to match equipment provided by others.

1.14 OPERATING AND MAINTENANCE INSTRUCTIONS

- A. Refer to Division 01, General Requirements, Operating and Maintenance Instructions for additional requirements.

1.15 TRAINING

- A. Instruct Owner's personnel in the proper operation and maintenance of systems and equipment provided as part of this project; video record all training sessions. Use the Operating and Maintenance manuals during this instruction. Demonstrate startup and shutdown procedures for all equipment. All training to be during normal working hours.

- B. The requirement for recording training sessions may be deleted on some projects but not the requirement for the training itself.
- C. Refer to other sections in Division 26 for specific section and equipment training requirements.

1.16 RECORD DRAWINGS

- A. A set of prints shall be kept at the job site upon which all changes and deviations from the original design are to be recorded daily. All changes shall be clearly marked. These drawings shall indicate as a minimum, all changes made to the drawings, changes in circuiting, equipment location, accurate locations of embedded conduit, and all other significant changes and deviations from the original design.
- B. The daily record of changes shall be the responsibility of the Contractor's field representative. No arbitrary mark-ups will be permitted.
- C. The record drawing set shall be made available and may be audited periodically by the Owners' construction representative to assure the changes are being recorded.
- D. At the completion of the project, the Contractor shall submit the marked-up record drawings to the Owner prior to request for final payment.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Reference applicable sections within Division 26.

PART 3 - EXECUTION

3.1 WORK INCLUDED

- A. The scope of work shall include all work, including all labor, materials and equipment, testing required to install a complete electrical system as indicated in the project Manual. The Project Manual consists of the bidding documents, the contract, specifications, contract drawings and all subsequent addenda and modifications. The contractor shall furnish and install all necessary materials, apparatus and devices to complete the electrical equipment and systems installation herein specified, except such parts as are specifically exempted herein.
- B. All work items shown on the drawings is within the scope of work and shall be provided as indicated. Only items that are clearly indicated as being provided by others or under a separate contract shall be out of scope.

- C. In general, the specifications indicate the requirements and quality for products required and the executions for those products. Only items that are clearly indicated as being provided by others or under a separate contract shall be out of scope.
- D. If there is any discrepancy between the drawings and the specifications, it is the contractor's responsibility to notify the Engineer for resolution, prior to procuring equipment or starting work.
- E. Coordinate and verify all equipment being supplied by equipment supplier and other trades. Verify equipment size, motor HP, dimensions, locations, etc. as all are subject to change.
- F. Contractor shall verify all door swings and the location of all cabinets, diffusers, HVAC, plumbing, process and building equipment before installing electrical equipment, fixtures, outlets and conduit.
- G. All permits and inspection fees required to complete the work shall be paid for by the Contractor unless noted otherwise.
- H. All electrical equipment and fixtures shall be installed in complete accordance with the manufacturers' recommendations.
- I. Contractor shall provide all motor connections as shown on the drawings and as specified herein.

3.2 CONCRETE

- A. All concrete work required for the proper installation of electrical equipment including transformer, switchgear and motor control center pads and other equipment pads shall be provided by the Contractor and shall conform to specifications in Division 3.

3.3 SITE WORK

- A. The Contractor shall provide excavation and backfill for all electrical underground work as indicated on the drawings and as required. The Contractor shall perform this work and provide compaction as specified in Division 2. Finish grading and final restoration shall be by the General Contractor.

3.4 CONFIRMATION OF ELECTRIC SERVICE

- A. Consult with Electric Utility to verify service information specified herein and shown on drawings before submitting bid.
- B. The electrical service application shall be initiated by the Electrical Contractor.

3.5 PERMITS, FEES, TAXES, INSPECTIONS

- A. Procure all applicable permits and licenses.
- B. Abide by all laws, regulations, ordinances, and other rules of the State or Political Subdivision where the work is done, or as required by any duly constituted public authority.
- C. ELECTRICAL CONTRACTOR to pay all charges for permits or licenses.
- D. Pay all fees and taxes imposed by State, Municipal, and other regulatory bodies.
- E. Pay all charges arising out of required inspections by an authorized body.
- F. Pay all charges arising out of required contract document reviews associated with the project and as initiated by the Owner or authorized agency/consultant.
- G. Where applicable, all fixtures, equipment and materials shall be listed by Underwriter's Laboratories, Inc. or a nationally recognized testing organization.

3.6 METERING

- A. Consult with Electric Utility regarding service entrance requirements and metering equipment.
- B. Install metering equipment and empty conduit for metering conductors to meet standards and requirements of Electric Utility.

3.7 SERVICE INSTALLATION

- A. The service installation shall comply with the latest applicable standards of the utility. Refer to the current electrical service installation manuals.
- B. The Contractor shall meet with the electric utility prior to rough-in to review and coordinate the installation of the electrical service and verify existing conditions and special requirements.

3.8 COORDINATION

- A. The Contractor shall cooperate with other trades and the Owner's construction representative in locating work in a proper manner. Should it be necessary to raise or lower or move longitudinally any part of the electrical work to better fit the general installation, such work shall be done at no extra cost, provided such decision is reached prior to actual installation. The Contractor shall check location of electrical outlets with respect to other installations before installing.

- B. The Contractor shall verify that all devices are compatible for the surfaces on which they will be used. This includes, but is not limited to, light fixtures, panelboards, devices, etc. and recessed or semi-recessed heating units installed in/on architectural surfaces.
- C. Coordinate all work with other trades prior to installation. Any installed work that is not coordinated and that interferes with another trades work shall be removed or relocated at the installing contractor's expense.

3.9 HOUSEKEEPING AND CLEAN UP

- A. Refer to Division 1, General Requirements, and Cleaning for additional requirements.

END OF SECTION

SECTION 26 05 19
LOW VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
1. Building wires and cables rated 600 V and less.
 2. Connectors, splices, and terminations rated 600 V and less.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

PART 2 - PRODUCTS

2.1 CONDUCTORS AND CABLES

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
1. Alpha Wire.
 2. General Cable Technologies Corporation.
 3. Southwire Incorporated.
- B. Copper Conductors: Comply with NEMA WC 70/ICEA S-95-658.
- C. Conductor Insulation: Comply with NEMA WC 70/ICEA S-95-658 for type THHN-THWN-2.
- D. Conductor sizes shown on drawings are based on 75 Degree C copper.
- E. All conductors shall be rated 600 volts.
- F. Branch circuit wire sizes not shown on the drawings shall be #12 AWG minimum.

2.2 CONNECTORS AND SPLICES

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
1. Hubbell Power Systems, Inc.
 2. Ideal Industries, Inc.
 3. IIsco; a branch of Bardes Corporation.
 4. 3M; Electrical Markets Division.
- B. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.
1. Split Bolt Connectors: Not acceptable.
 2. Solderless Pressure Connectors: High copper alloy terminal. May be used only for cable termination to equipment pads or terminals. Not approved for splicing.
 3. Spring Wire Connectors: Solderless spring type pressure connector with insulating covers for copper wire splices and taps. Use for conductor sizes 10 AWG and smaller.
 4. All wire connectors used in underground or exterior pull boxes shall be gel filled twist connectors or a connector designed for damp and wet locations.
 5. Mechanical Connectors: Bolted type tin-plated; high conductivity copper alloy; spacer between conductors; beveled cable entrances.
 6. Compression (crimp) Connectors: Long barrel; seamless, tin-plated electrolytic copper tubing; internally beveled barrel ends. Connector shall be clearly marked with the wire size and type and proper number and location of crimps.

2.3 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Feeders: Copper, Stranded conductor.
- B. Branch Circuits: Copper, Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

3.2 CONDUCTOR INSULATION AND WIRING METHODS

- A. Service Entrance: Type XHHW-2, single conductors in raceway.
- B. Exposed Feeders: Type THHN-THWN-2, single conductors in raceway.
- C. Feeders Concealed in Ceilings, Walls, Partitions, and Crawlspace: Type THHN-THWN-2, single conductors in raceway.
- D. Feeders Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN-THWN-2, single conductors in raceway.
- E. Branch Circuits Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN-THWN-2, single conductors in raceway.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Feeder and branch circuit routing is shown diagrammatically on the drawings and is approximate unless dimensioned. Route feeders and branch circuits as required to meet project conditions.
- B. All 120 and 277 volt branch circuits shall have a dedicated neutral conductor. The neutral conductor shall be considered current-carrying conductor for wire derating. The use of multi-wire branch circuits with a common neutral is **not** permitted.
- C. All power wiring shall be installed in conduit unless specifically indicated otherwise.
- D. Conceal feeders and branch circuits in finished walls, ceilings, and floors, unless otherwise indicated.
- E. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.
- F. Complete raceway installation between conductor and cable termination points according to Section 26 05 33 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.
- G. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- H. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips that will not damage cables or raceway.

- I. Install exposed feeders and branch circuits parallel and perpendicular to surfaces of exposed structural members and follow surface contours where possible.
- J. Install exposed cables parallel and perpendicular to surfaces of exposed structural members and follow surface contours where possible.
- K. Support feeders and branch circuits according to Division 26 Section "Hangers and Supports for Electrical Systems."
- L. Support cables according to Division 26 Section "Hangers and Supports for Electrical Systems."
- M. Complete cable tray systems installation according to Division 26 Section "Cable Trays for Electrical Systems" prior to installing conductors and cables.

3.4 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.
- B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
- C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches (150 mm) of slack.

3.5 IDENTIFICATION

- A. Identify and color-code conductors and cables according to Section 26 05 53 "Identification for Electrical Systems."
- B. Identify each spare conductor at each end with identity number and location of other end of conductor and identify as spare conductor.

3.6 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
 - 1. After installing conductors and cables and before electrical circuitry has been energized, test service entrance and feeder conductors for compliance with requirements.

2. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
 3. Perform insulation-resistance test, with respect to ground and adjacent conductors, on each conductor of power feeders 100 amperes or greater. Applied potential shall be 1000 volts dc for 600 volt rated cable. Test duration shall be one minute. Insulating-resistance values should not be less than 50 megohms.
 4. Any conductors that fail the above-mentioned tests shall be replaced and those new conductors shall be tested and meet the requirements mentioned above.
- B. Test and Inspection Reports: Prepare a written report to record the following:
1. Procedures used.
 2. Results that comply with requirements.
 3. Results that do not comply with requirements and corrective action taken to achieve compliance with requirements.
- C. Cables will be considered defective if they do not pass tests and inspections.

END OF SECTION

SECTION 26 05 23
CONTROL-VOLTAGE ELECTRICAL POWER CABLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
1. Low-voltage control cabling.
 2. Control-circuit conductors.
 3. Identification products.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

2.2 PERFORMANCE REQUIREMENTS

- A. Flame Travel and Smoke Density in Plenums: As determined by testing identical products according to NFPA 262 by a qualified testing agency. Identify products for installation in plenums with appropriate markings of applicable testing agency.
1. Flame Travel Distance: 60 inches (1520 mm) or less.
 2. Peak Optical Smoke Density: 0.5 or less.
 3. Average Optical Smoke Density: 0.15 or less.

- B. Flame Travel and Smoke Density for Riser Cables in Non-Plenum Building Spaces: As determined by testing identical products according to UL 1666.
- C. Flame Travel and Smoke Density for Cables in Non-Riser Applications and Non-Plenum Building Spaces: As determined by testing identical products according to UL 1685.

2.3 LOW-VOLTAGE CONTROL CABLE

- A. Paired Cable: NFPA 70, Type CMG.
 - 1. One-pair, twisted, No. 16 AWG, stranded (19x29) tinned-copper conductors.
 - 2. PVC insulation.
 - 3. Unshielded.
 - 4. PVC jacket.
 - 5. Flame Resistance: Comply with UL 1685.

2.4 CONTROL-CIRCUIT CONDUCTORS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Encore Wire Corporation.
 - 2. General Cable Technologies Corporation.
 - 3. Southwire Company.
- B. Class 1 Control Circuits: Stranded copper, Type THHN-2-THWN-2, in raceway, complying with UL 44.
- C. Class 2 Control Circuits: Stranded copper, Type THHN-2-THWN-2, in raceway, complying with UL 44.
- D. Class 3 Remote-Control and Signal Circuits: Stranded copper, Type THHN-2-THWN-2, in raceway, complying with UL 44.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Test cables on receipt at Project site.
 - 1. Test each cable for open and short circuits.

3.2 INSTALLATION OF RACEWAYS AND BOXES

- A. Comply with requirements in Section 26 05 33 "Raceways and Boxes for Electrical Systems" for raceway selection and installation requirements for boxes, conduits, and wireways as supplemented or modified in this Section.
 - 1. Outlet boxes shall be no smaller than 2 inches (50 mm) wide, 3 inches (75 mm) high, and 2-1/2 inches (64 mm) deep.
 - 2. Flexible metal conduit shall not be used.
- B. Comply with TIA-569-B for pull-box sizing and length of conduit and number of bends between pull points.
- C. Install manufactured conduit sweeps and long-radius elbows if possible.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Comply with NECA 1 and NFPA 70.
- B. General Requirements for Cabling:
 - 1. Comply with TIA-568-C Series of standards.
 - 2. Terminate all conductors and optical fibers; no cable shall contain unterminated elements. Make terminations only at indicated outlets, terminals, and cross-connect and patch panels.
 - 3. Cables may not be spliced.
 - 4. Secure and support cables at intervals not exceeding 30 inches (760 mm) and not more than 6 inches (150 mm) from cabinets, boxes, fittings, outlets, racks, frames, and terminals.
 - 5. Do not install bruised, kinked, scored, deformed, or abraded cable. Do not splice cable between termination, tap, or junction points. Remove and discard cable if damaged during installation and replace it with new cable.
 - 6. Secure: Fasten securely in place with hardware specifically designed and installed so as to not damage cables.
- C. Installation of Control-Circuit Conductors:
 - 1. Install wiring in raceways. Comply with requirements specified in Section 26 05 33 "Raceways and Boxes for Electrical Systems."

3.4 CONTROL-CIRCUIT CONDUCTORS

- A. Minimum Conductor Sizes:

1. Class 1 remote-control and signal circuits; No 14 AWG.
2. Class 2 low-energy, remote-control, and signal circuits; No. 16 AWG.
3. Class 3 low-energy, remote-control, alarm, and signal circuits; No 12 AWG.

3.5 GROUNDING

- A. For low-voltage control wiring and cabling, comply with requirements in Section 26 05 26 "Grounding and Bonding for Electrical Systems."

3.6 IDENTIFICATION

- A. Comply with requirements for identification specified in Section 26 05 53 "Identification for Electrical Systems."

3.7 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
 1. Visually inspect cable placement, cable termination, grounding and bonding, equipment and patch cords, and labeling of all components.
 2. Test cabling for direct-current loop resistance, shorts, opens, intermittent faults, and polarity between conductors. Test operation of shorting bars in connection blocks. Test cables after termination but not after cross-connection.
 - a. Test instruments shall meet or exceed applicable requirements in TIA-568-C.2. Perform tests with a tester that complies with performance requirements in "Test Instruments (Normative)" Annex, complying with measurement accuracy specified in "Measurement Accuracy (Informative)" Annex. Use only test cords and adapters that are qualified by test equipment manufacturer for channel or link test configuration.
- B. Document data for each measurement. Print data for submittals in a summary report that is formatted using Table 10.1 in BICSI TDMM as a guide or transfer the data from the instrument to the computer, save as text files, print, and submit.
- C. End-to-end cabling will be considered defective if it does not pass tests and inspections.
- D. Prepare test and inspection reports.

END OF SECTION

SECTION 26 05 26
GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes grounding and bonding systems and equipment.
1. Underground distribution grounding.
 2. Foundation steel electrodes.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.

1.4 INFORMATIONAL SUBMITTALS

- A. As-Built Data: Plans showing dimensioned as-built locations of grounding features specified in "Field Quality Control" Article, including the following:
1. Test wells.
 2. Ground rods.
 3. Grounding arrangements and connections for separately derived systems.
- B. Field quality-control reports.

1.5 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with UL 467 for grounding and bonding materials and equipment.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
1. Burndy; Part of Hubbell Electrical Systems.
 2. ERICO International Corporation.
 3. Harger Lightning and Grounding.

2.2 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with UL 467 for grounding and bonding materials and equipment.

2.3 CONDUCTORS

- A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
1. Solid Conductors: ASTM B 3.
 2. Stranded Conductors: ASTM B 8.
 3. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch (6 mm) in diameter.
 4. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
 5. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.

2.4 CONNECTORS

- A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.
- B. Bolted Connectors for Conductors and Pipes: Copper or copper alloy.

- C. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.
- D. Bus-Bar Connectors: Mechanical type, cast silicon bronze, solderless compression-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.

2.5 GROUNDING ELECTRODES

- A. Ground Rods: Copper-clad steel; 3/4 inch by 10 feet (19 mm by 3 m).

PART 3 - EXECUTION

3.1 APPLICATIONS

- A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated.
- B. Underground Grounding Conductors: Install bare copper conductor, No. 2/0 AWG minimum.
 - 1. Bury at least 24 inches (600 mm) below grade.
- C. Conductor Terminations and Connections:
 - 1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
 - 2. Underground Connections: Welded connectors except at test wells and as otherwise indicated.
 - 3. Connections to Ground Rods at Test Wells: Bolted connectors.

3.2 GROUNDING AT THE SERVICE

- A. Equipment grounding conductors and grounding electrode conductors shall be connected to the ground bus. Install a main bonding jumper between the neutral and ground buses.

3.3 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.
- B. Poles Supporting Outdoor Lighting Fixtures: Install grounding electrode and a separate insulated equipment grounding conductor in addition to grounding conductor installed with branch-circuit conductors.

3.4 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- B. Ground Rods: Drive rods until tops are 12 inches (300 mm) below finished floor or final grade unless otherwise indicated.
 - 1. Interconnect ground rods with grounding electrode conductor below grade and as otherwise indicated. Make connections without exposing steel or damaging coating if any.
 - 2. For grounding electrode system, install at least three rods spaced at least one-rod length from each other and located at least the same distance from other grounding electrodes, and connect to the service grounding electrode conductor.
- C. Test Wells: Install at least one test well for each service unless otherwise indicated. Install at the ground rod electrically closest to service entrance. Set top of test well flush with finished grade or floor.
- D. Grounding and Bonding for Piping:
 - 1. Metal Water Service Pipe: Install insulated copper grounding conductors, in conduit, from building's main service equipment, or grounding bus, to main metal water service entrances to building. Connect grounding conductors to main metal water service pipes; use a bolted clamp connector or bolt a lug-type connector to a pipe flange by using one of the lug bolts of the flange. Where a dielectric main water fitting is installed, connect grounding conductor on street side of fitting. Bond metal grounding conductor conduit or sleeve to conductor at each end.
 - 2. Water Meter Piping: Use braided-type bonding jumpers to electrically bypass water meters. Connect to pipe with a bolted connector.

3.5 FIELD QUALITY CONTROL

- A. Tests and Inspections:
 - 1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
 - 2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.

3. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal, at ground test wells. Make tests at ground rods before any conductors are connected.
 - a. Measure ground resistance no fewer than two full days after last trace of precipitation and without soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.
 - b. Perform tests by fall-of-potential method according to IEEE 81.
- B. Grounding system will be considered defective if it does not pass tests and inspections.
- C. Prepare test and inspection reports.
- D. Report measured ground resistances that exceed the following values:
 1. Power and Lighting Equipment or System with Capacity of 500 kVA and Less: 10 ohms.
 2. Power and Lighting Equipment or System with Capacity of 500 to 1000 kVA: 5 ohms.
 3. Power and Lighting Equipment or System with Capacity More Than 1000 kVA: 3 ohms.
- E. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.

END OF SECTION

SECTION 26 05 29
HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL (Not Applicable)

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
1. Hangers and supports for electrical equipment and systems.
 2. Construction requirements for concrete bases.

1.3 PERFORMANCE REQUIREMENTS

- A. Provide supports for multiple raceways capable of supporting combined weight of supported systems and its contents.
- B. Provide equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.

1.4 ACTION SUBMITTALS

- A. Product Data: For the following:
1. Steel slotted support systems.
 2. Nonmetallic slotted support systems.
- B. Shop Drawings: Show fabrication and installation details and include calculations for the following:
1. Steel slotted channel systems. Include Product Data for components.
 2. Nonmetallic slotted channel systems. Include Product Data for components.
 3. Equipment supports.

1.5 INFORMATIONAL SUBMITTALS

- A. No submittal required.

1.6 QUALITY ASSURANCE

- A. Welding: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."

1.7 COORDINATION

- A. Coordinate size and location of concrete bases. Cast anchor-bolt inserts into bases.

PART 2 - PRODUCTS

2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Steel Slotted Support Systems: Comply with MFMA-4, factory-fabricated components for field assembly.
 - 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Allied Tube & Conduit.
 - b. Cooper B-Line, Inc.; a division of Cooper Industries.
 - c. Unistrut; Tyco International, Ltd.
 - 2. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
 - 3. Channel Dimensions: Selected for applicable load criteria.
- B. Supports installed in process or washdown areas shall be schedule 40 ASTM type 316 stainless steel with ASTM type 316 stainless steel welded endcaps and end plates and polished finish. Stainless steel screws, nuts and bolts shall be ASTM type 316N2-33.
- C. Stainless steel supports, fittings and hardware shall be ASTM type 316 with polished finish. Stainless steel screws, nuts, and bolts shall be ASTM type 316N2-33.
- D. Raceway and Cable Supports: As described in NECA 1 and NECA 101.
- E. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- F. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.
- G. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:

1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
 - a. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1) Hilti Inc.
 - 2) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
 - 3) Simpson Strong-Tie Co., Inc.; Masterset Fastening Systems Unit.
2. Mechanical-Expansion Anchors: Insert-wedge-type, stainless steel, for use in hardened portland cement concrete with tension, shear, and pullout capacities appropriate for supported loads and building materials in which used. Plastic type expansion anchors are unacceptable.
 - a. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1) Cooper B-Line, Inc.; a division of Cooper Industries.
 - 2) Hilti Inc.
 - 3) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
3. Concrete Inserts: Steel or malleable-iron, slotted support system units similar to MSS Type 18; complying with MFMA-4 or MSS SP-58.
4. Clamps for Attachment to Steel Structural Elements: MSS SP-58, type suitable for attached structural element.
5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
6. Toggle Bolts: All-steel springhead type.
7. Hanger Rods: Threaded steel.

PART 3 - EXECUTION

3.1 APPLICATION

- A. Comply with NECA 1 and NECA 101 for application of hangers and supports for electrical equipment and systems except if requirements in this Section are stricter.
- B. All supports installed outside, exposed to the weather, or inside in wet or damp areas shall utilize corrosion resistant supports, fittings, hardware, conduit clamps and all accessories.

3.2 SUPPORT INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this Article.
- B. Raceway Support Methods: In addition to methods described in NECA 1, EMT, IMC, and RMC may be supported by openings through structure members, as permitted in NFPA 70.
- C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb (90 kg).
- D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:
 - 1. To Wood: Fasten with lag screws or through bolts.
 - 2. To New Concrete: Bolt to concrete inserts.
 - 3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
- E. Drill holes for expansion anchors in concrete at locations and to depths that avoid reinforcing bars.

3.3 INSTALLATION OF FABRICATED METAL SUPPORTS

- A. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.
- B. Field Welding: Comply with AWS D1.1/D1.1M.

3.4 CONCRETE BASES

- A. Construct concrete bases of dimensions indicated but not less than 4 inches (100 mm) larger in both directions than supported unit, and so anchors will be a minimum of 10 bolt diameters from edge of the base.
- B. Anchor equipment to concrete base.
 - 1. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

2. Install anchor bolts to elevations required for proper attachment to supported equipment.
3. Install anchor bolts according to anchor-bolt manufacturer's written instructions.

3.5 PAINTING

- A. Touchup: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.
 1. Apply paint by brush or spray to provide minimum dry film thickness of 2.0 mils (0.05 mm).
- B. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

END OF SECTION

SECTION 26 05 33
RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
1. Metal conduits and fittings.
 2. Nonmetallic conduits and fittings.
 3. Metal wireways and auxiliary gutters.
 4. Boxes, enclosures, and cabinets.
- B. Related Requirements:
1. Section 26 05 43 "Underground Ducts and Raceways for Electrical Systems" for exterior duct banks, manholes, and underground utility construction.

1.3 ACTION SUBMITTALS

- A. Product Data: For wireways and fittings, hinged-cover enclosures, and cabinets.
- B. Shop Drawings: For custom enclosures and cabinets. Include plans, elevations, sections, and attachment details.

1.4 COORDINATION

- A. Coordinate layout and installation of raceways, boxes, enclosures, cabinets, and suspension system with other construction that penetrates ceilings or is supported by them, including light fixtures, HVAC equipment, fire-suppression system, and partition assemblies.

PART 2 - PRODUCTS

2.1 METAL CONDUITS AND FITTINGS

- A. Metal Conduit:
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. AFC Cable Systems; a part of Atkore International.
 - b. Allied Tube & Conduit; a part of Atkore International.
 - c. Electri-Flex Company.

- d. Southwire Company.
 - e. Thomas & Betts Corporation; A Member of the ABB Group.
 - f. Western Tube and Conduit Corporation.
 - g. Wheatland Tube Company.
 - 2. Listing and Labeling: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
 - 3. RMC: Comply with ANSI C80.1 and UL 6.
 - 4. ARC: Comply with ANSI C80.5 and UL 6A.
 - 5. IMC: Comply with ANSI C80.6 and UL 1242.
 - 6. PVC-Coated Steel Conduit: PVC-coated rigid steel conduit.
 - a. Comply with NEMA RN 1.
 - b. Coating Thickness: 0.040 inch (1 mm), minimum.
 - 7. EMT: Comply with ANSI C80.3 and UL 797.
 - 8. FMC: Comply with UL 1; zinc-coated steel or aluminum.
 - 9. LFMC: Flexible steel conduit with PVC jacket and complying with UL 360.
 - 10. Stainless Steel Conduit: Polished schedule 10 tubing in 20 foot lengths maximum, 1 inch diameter minimum.
- B. Metal Fittings:
- 1. Comply with NEMA FB 1 and UL 514B.
 - 2. Listing and Labeling: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
 - 3. Fittings, General: Listed and labeled for type of conduit, location, and use.
 - 4. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 1203.
 - 5. Fittings for EMT:
 - a. Material: Steel.
 - b. Type: Setscrew.

2.2 NONMETALLIC CONDUITS AND FITTINGS

A. Nonmetallic Conduit:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. AFC Cable Systems; a part of Atkore International.
 - b. Allied Tube & Conduit; a part of Atkore International.
 - c. CANTEX, Inc.
 - d. Electri-Flex Company.
 - e. Kraloy
 - f. Lamson & Sessions; Carlong Electrical Products.
 - g. Thomas & Betts Corporation; A Member of the ABB Group.
2. ENT: Comply with NEMA TC 13 and UL 1653.
3. RNC: Type EPC-40-PVC, complying with NEMA TC 2 and UL 651 unless otherwise indicated.
4. LFNC: Comply with UL 1660.
5. RTRC: Comply with UL 2515A and NEMA TC 14.

B. Nonmetallic Fittings:

1. Fittings, General: Listed and labeled for type of conduit, location, and use.
2. Fittings for ENT and RNC: Comply with NEMA TC 3; match to conduit or tubing type and material.
3. Fittings for LFNC: Comply with UL 514B.
4. Solvents and Adhesives: As recommended by conduit manufacturer.

2.3 METAL WIREWAYS AND AUXILIARY GUTTERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. B-line, an Eaton business.
2. Hoffman; a brand of Pentair Equipment Protection.
3. MonoSystems, Inc.
4. Square D.

B. Description: Sheet metal, complying with UL 870 and NEMA 250, type as indicated on the drawings, and sized according to NFPA 70.

- C. Material and Construction of Stainless Steel Wireway: Sized and shaped as indicated, 14 gauge minimum, type 304 stainless steel with stainless steel covers, NEMA 4X.
 - 1. Flanges shall be 10-gauge stainless steel minimum.
 - 2. Wireway shall be constructed with continuously welded seams and with no holes or knockouts.
 - 3. All covers and flanges shall utilize solid oil-resistant gasket covers and shall be hinged with extended screw clamps.
 - 4. Connectors shall be flanged.
 - 5. Fittings shall be lay-in type with removable top.
- D. Fittings and Accessories: Include covers, couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.
- E. Wireway Covers: Hinged type unless otherwise indicated.
- F. Finish: ANSI 61 Gray for steel wireways and brushed stainless steel for stainless steel wireways.

2.4 BOXES, ENCLOSURES, AND CABINETS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Crouse-Hinds, an Eaton business.
 - 2. EGS/Appleton Electric.
 - 3. Hoffman; a brand of Pentair Equipment Protection.
 - 4. Hubbell Incorporated.
 - 5. Kraloy.
 - 6. Thomas & Betts Corporation; A Member of the ABB Group.
 - 7. Wiremold / Legrand.
- B. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.
- C. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.
- D. Cast-Metal Outlet and Device Boxes: Comply with NEMA FB 1, deep-type, ferrous alloy, Type FD, with gasketed cover, threaded hubs.

- E. Sheet Metal Pull and Junction Boxes: NEMA OS 1, galvanized steel.
- F. Device Box Dimensions: 4 inches square by 2-1/8 inches deep (100 mm square by 60 mm deep).
- G. Telecommunications and Security Device Box Dimensions: 4 11/16 inches square by 2-1/8 inches deep unless noted otherwise.
- H. Gangable boxes are prohibited.
- I. Hinged-Cover Enclosures: Comply with UL 50 and NEMA 250, type as shown on the drawings, with continuous-hinge cover with flush latch unless otherwise indicated.
 - 1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
 - 2. Interior Panels: Steel; all sides finished with manufacturer's standard enamel.

PART 3 - EXECUTION

3.1 RACEWAY SIZING

- A. Size conduit as shown on the drawings and specifications. Where not indicated in the contract documents, conduit size shall be according to NEC. (Latest Edition). Conduit and conductor sizing shall be coordinated to limit conductor fill to less than 40%, maintain conductor ampere capacity as required by the National Electrical Code (to include enlarged conductor's due to temperature and quantity derating values) and to prevent excessive voltage drop and pulling tension due to long conduit/conductor lengths.
- B. Minimum (Unless noted otherwise) Raceway Size 3/4-inch (21 mm) trade size.
- C. Minimum Raceway Size Telecommunication and Security Conduit: 1 inch, unless noted otherwise in documents.
- D. Minimum Raceway Size Control Conduit: 3/4-inch, unless noted otherwise in documents.
- E. Conduit sizes shall change only at the entrance or exit to a junction box, unless specifically noted on the drawings.

3.2 RACEWAY APPLICATION

- A. Outdoors: Apply raceway products as specified below unless otherwise indicated:
 - 1. Exposed Conduit: RMC.
 - 2. Concealed Conduit, Aboveground: RMC.
 - 3. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
 - 4. Boxes and Enclosures, Aboveground: NEMA 250, Type 3R.

- B. Raceway Fittings: Compatible with raceways and suitable for use and location.
1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.
 2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with this type of conduit. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer and apply in thickness and number of coats recommended by manufacturer.
 3. Aluminum Conduits: Use Stainless Steel fittings, unless otherwise indicated.
 4. Rigid Nonmetallic Conduit: Use PVC fittings, unless otherwise indicated.
 5. Stainless Steel Conduit: Use Stainless Steel fittings, unless otherwise indicated. Flexible conduit connections from stainless steel boxes shall utilize Ocal-Blue PVC coated connectors with sealing O-rings.
 6. EMT: Use setscrew, steel fittings. Comply with NEMA FB 2.10.
 7. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.

3.3 BOXES AND ENCLOSURES APPLICATIONS

- A. Boxes and Enclosures:
1. NEMA 250, Type 1, except use NEMA 250, Type 4 stainless steel in damp or wet locations.
 2. Dirty locations: NEMA 250, Type 12, powder coated steel.
 3. Process Areas: NEMA 250 Type 4X, Stainless Steel.
 4. Hazardous Locations: All boxes and enclosures installed in hazardous locations shall be suitable for locations as defined by NEC Article 500.

3.4 INSTALLATION

- A. Comply with requirements in Section 26 05 29 "Hangers and Supports for Electrical Systems" for hangers and supports.
- B. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NECA 102 for aluminum conduits. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.
- C. In general, conduits shall be installed concealed in walls, in finished spaces and where possible or practical, or as noted otherwise. In unfinished spaces, mechanical and utility areas, conduit may run either concealed or exposed as conditions dictate and as practical unless noted otherwise on drawings. Installation shall maintain headroom in exposed vicinities of pedestrian or vehicular traffic.
- D. Route conduit through roof openings provided for piping and ductwork where possible. If not provided or routing through provided openings is not possible, rough through jack with pitch pocket. Coordinate roof penetrations with others.

- E. Conduit runs shall be routed as shown on the large-scale drawings. Conduit routing on drawings scaled $\frac{1}{4}" = 1'-0"$ or less shall be considered diagrammatic, unless noted otherwise. The correct routing, when shown diagrammatically shall be chosen by the Contractor based on information provided in the contract documents, in accordance with manufacturer's written instructions, applicable coded, NECA 1 and NECA 101 and coordinated with other contractors.
- F. Complete raceway installation before starting conductor installation.
- G. Install temporary closures to prevent foreign matter from entering raceways.
- H. Unused openings in boxes and fittings shall be plugged with suitable devices rated for the proper environment.
- I. Make bends and offsets so ID is not reduced. Keep legs of bends in the same plane and keep straight legs of offsets parallel, unless otherwise indicated.
- J. Arrange stub-ups so curved portions of bends are not visible above finished slab. Where rigid non-metallic conduit (RNC) conduit is used below grade, in slab, below slab, etc., a transition to rigid galvanized steel or PVC-coated steel conduit shall be installed before conduit exits the earth. The metallic conduit shall extend a minimum of 6" into the surface concealing the non-metallic conduit.
- K. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed. Support within 12 inches of changes in direction and within 12 inches of enclosures to which attached to.
- L. Make bends in raceway using large-radius preformed ells. Field bending shall be according to NFPA 70 minimum radii requirements. Use only equipment specifically designed for material and size involved.
- M. Install exposed raceways parallel or at right angles to nearby surfaces or structural members and follow surface contours as much as possible.
 - 1. Run parallel or banked raceways together on common supports.
 - 2. Make parallel bends in parallel or banked runs. Use factory elbows only where elbows can be installed parallel; otherwise, provide field bends for parallel raceways.
- N. Install concealed raceways with a minimum of bends in the shortest practical distance, considering type of building construction and obstructions, unless otherwise indicated.
- O. Contractor shall be responsible for all openings required in masonry or exterior walls under this division. A qualified mason at the expense of this contractor shall repair all openings to match existing conditions.
- P. Stainless Steel Conduit:
 - 1. Stainless steel conduit sections shall be purge welded, polished, and de-burred.

2. Transitions from stainless steel conduits to other conduit systems shall occur at NEMA 4X stainless steel boxes. Stainless steel conduit shall be purge welded to stainless steel boxes and weld polished and de-burred. Weld at exterior connection and soliflex inside.

Q. Process Areas:

1. All raceway systems installed in all process areas shall utilize wet location rated conduit, fittings and connection devices. All hardware and supports shall be corrosion resistant.
2. In process and other wet and corrosive areas, all conduit shall be surface mounted on or below ceiling level. Conduit shall be routed around the perimeter of the room and stacked in a vertical configuration (not horizontal) and shall not be routed over open vats or over openings in enclosed vats.
3. All conduits, fittings, boxes and other raceway components shall either be mounted flush with the surface of the wall or other mounting structure and caulked all around or mounted such to leave a one (1) inch clear space between the raceway and the mounting surface.
4. All conduit entry into boxes in process areas shall be through the side or bottom with a condensation drip tee mounted at the lowest point in the conduit.
5. All conduit installed outside exposed to the weather and in wet locations shall utilize sealing locknuts and bushings.
6. Provide polished stainless-steel escutcheon plates to provide smooth cleanable surfaces at wall penetrations. Affix plate securely to surface and caulk around plate.
7. USDA approved caulk shall be provided for all conduit supports, boxes, penetrations and other required conditions in all process areas.

3.5 CONDUIT TERMINATIONS

- A. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.
- B. Coat field-cut threads on PVC-coated raceway with a corrosion-preventing conductive compound prior to assembly.
- C. Join raceways with fittings designed and approved for that purpose and make joints tight.
- D. When raceways are terminated with locknuts and bushings, align raceways to enter squarely and install locknuts with dished part against box. Use two locknuts, one inside and one outside box.
- E. Where raceways are terminated with threaded hubs, screw raceways or fittings tightly into hub so end bears against wire protection shoulder. Where chase nipples are used, align raceways so coupling is square to box; tighten chase nipple so no threads are exposed.
- F. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors including conductors smaller than No. 4 AWG.

- G. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4-inch (35mm) trade size and insulated throat metal bushings on 1-1/2-inch (41-mm) trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.
- H. Install raceways square to the enclosure and terminate at enclosures with locknuts. Install locknuts hand tight plus 1/4 turn more.
- I. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to assure a continuous ground path.
- J. Cut conduit perpendicular to the length. For conduits 2-inch (53-mm) trade size and larger, use roll cutter or a guide to make cut straight and perpendicular to the length.
- K. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb (90-kg) tensile strength. Leave at least 12 inches (300 mm) of slack at each end of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.
- L. Install raceway sealing fittings at accessible locations according to NFPA 70 and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings according to NFPA 70.
- M. Install devices to seal raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all raceways at the following points:
 - 1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
 - 2. Where an underground service raceway enters a building or structure.
 - 3. Conduit extending from interior to exterior of building.
 - 4. Conduit extending into pressurized duct and equipment.
 - 5. Conduit extending into pressurized zones that are automatically controlled to maintain different pressure set points.
 - 6. Where otherwise required by NFPA 70.
- N. Comply with manufacturer's written instructions for solvent welding RNC and fittings.
- O. Expansion fittings shall be installed across expansion joints in structures and concrete construction where such joints are shown on the architectural and structural drawings.
- P. Stub-up Connections: Extend conduits through concrete floor for connection to freestanding equipment. Install with an adjustable top or coupling threaded inside for plugs set flush with finished floor. Extend conductors to equipment with rigid steel conduit; FMC may be used 6 inches (150 mm) above the floor. Install screwdriver-operated, threaded plugs flush with floor for future equipment connections.

3.6 BOX INSTALLATION

- A. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to center of box unless otherwise indicated.
- B. Locate and install boxes to allow access to them. Where installation is inaccessible, coordinate locations and provide 18 inch by 24 inch access doors.
- C. Electrical box locations shown on drawings are approximate unless dimensioned. Verify location of floor boxes and outlets in offices and work areas prior to rough-in.
- D. No outlet shall be located where it will be obstructed by other equipment, piping, lockers, benches, counters, etc.
- E. It shall be the Contractor's responsibility to study drawings pertaining to other trades, to discuss location of outlets with workmen installing other piping and equipment and to fit all electrical outlets to job conditions.
- F. The proper location of each outlet is considered a part of this contract and no additional compensation will be paid to the Contractor for moving outlets which were improperly located.
- G. Coordinate mounting heights and locations of outlets mounted above counters, benches, and backsplashes.
- H. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.
- I. Locate boxes so that cover or plate will not span different building finishes.
- J. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.
- K. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.
- L. Install hinged-cover enclosures and cabinets plumb. Support at each corner.

3.7 PROTECTION

- A. Protect coatings, finishes, and cabinets from damage and deterioration.
 - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
 - 2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION

26 05 33-10

Attachment: ITB-WW-20-03_HH_Lift_Station_10_Bid_Set_Specifications_06.09.20_2 (2020-R-42 : Lift Station #10 Rehabilitation 20WW03

SECTION 26 05 43
UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Metal conduits and fittings, including RMC.
2. Rigid nonmetallic duct.
3. Duct accessories.
4. Precast concrete handholes.
5. Polymer concrete handholes and boxes with polymer concrete cover.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include duct-bank materials, including spacers and miscellaneous components.
2. Include duct, conduits, and their accessories, including elbows, end bells, bends, fittings, and solvent cement.
3. Include accessories for handholes.
4. Include underground-line warning tape.

B. Shop Drawings:

1. Factory-Fabricated Handholes and Boxes Other Than Precast Concrete:
 - a. Include dimensioned plans, sections, and elevations, and fabrication and installation details.
 - b. Include duct entry provisions, including locations and duct sizes.
 - c. Include cover design.
 - d. Include grounding details.
 - e. Include dimensioned locations of cable rack inserts, and pulling-in and lifting irons.

1.4 FIELD CONDITIONS

- A. Ground Water: Assume ground-water level is 36 inches (900 mm) below ground surface unless a higher water table is noted on Drawings.

PART 2 - PRODUCTS

2.1 METAL CONDUIT AND FITTINGS

- A. RMC: Comply with ANSI C80.1 and UL 6.
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Allied Tube & Conduit; a part of Atkore International.
 - 2. Thomas & Betts Corporation; A Member of the ABB Group.
 - 3. Wheatland Tube Company.

2.2 RIGID NONMETALLIC DUCT

- A. Underground Plastic Utilities Duct: Type EPC-80-PVC and Type EPC-40-PVC RNC, complying with NEMA TC 2 and UL 651, with matching fittings complying with NEMA TC 3 by same manufacturer as duct.
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Allied Tube and Conduit; a part of Atkore International.
 - 2. CANTEX INC.
 - 3. Kraloy.
 - 4. Thomas & Betts Corporation; A Member of the ABB Group.
- C. Solvents and Adhesives: As recommended by conduit manufacturer.
 - 1. VOC Content: 510 g/L or less for PVC conduit and fittings.

2.3 DUCT ACCESSORIES

- A. Duct Spacers: Factory-fabricated, rigid, PVC interlocking spacers; sized for type and size of duct with which used and selected to provide minimum duct spacing indicated while supporting duct during concreting or backfilling.
- B. Underground-Line Warning Tape: Comply with requirements for underground-line warning tape specified in Section 26 05 53 "Identification for Electrical Systems."

2.4 POLYMER CONCRETE HANDHOLES AND BOXES WITH POLYMER CONCRETE COVER

- A. Description: Molded of sand and aggregate, bound together with a polymer resin, and reinforced with steel or fiberglass or a combination of the two.
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Armorcast Products Company.
 - 2. Oldcastle Enclosure Solutions.
 - 3. Quazite: Hubbell Power Systems, Inc.

- C. Standard: Comply with SCTE 77. Comply with tier requirements in "Underground Enclosure Application" Article.
- D. Color: Gray.
- E. Configuration: Units shall be designed for flush burial and have open bottom unless otherwise indicated.
- F. Cover: Weatherproof, secured by tamper-resistant locking devices and having structural load rating consistent with enclosure.
- G. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.
- H. Cover Legend: Molded lettering, as indicated for each service.
- I. Handholes 12 inches wide by 24 inches long (300 mm wide by 600 mm long) and larger shall have factory-installed inserts for cable racks and pulling-in irons.

2.5 SOURCE QUALITY CONTROL

- A. Nonconcrete Handhole and Pull-Box Prototype Test: Test prototypes of manholes and boxes for compliance with SCTE 77. Strength tests shall be for specified tier ratings of products supplied.
 - 1. Strength tests of complete boxes and covers shall be by an independent testing agency or manufacturer. A qualified registered professional engineer shall certify tests by manufacturer.
 - 2. Testing machine pressure gages shall have current calibration certification, complying with ISO 9000 and ISO 10012, and traceable to NIST standards.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Coordinate layout and installation of duct, duct bank, manholes, handholes, and boxes with final arrangement of other utilities, site grading, and surface features as determined in the field. Notify Architect if there is a conflict between areas of excavation and existing structures or archaeological sites to remain.
- B. Coordinate elevations of duct and duct-bank entrances into manholes, handholes, and boxes with final locations and profiles of duct and duct banks, as determined by coordination with other utilities, underground obstructions, and surface features. Revise locations and elevations as required to suit field conditions and to ensure that duct and duct bank will drain to manholes and handholes, and as approved by Architect.
- C. Clear and grub vegetation to be removed and protect vegetation to remain. Remove and stockpile topsoil for reapplication.

3.2 UNDERGROUND DUCT APPLICATION

- A. Duct for Electrical Feeders 600 V and Less: Type EPC-40-PVC RNC, concrete-encased unless otherwise indicated.
- B. Duct for Electrical Branch Circuits: Type EPC-40-PVC RNC, direct-buried unless otherwise indicated.
- C. Underground Ducts Crossing Paved Paths and Roadways: Type EPC-40 PVC RNC, encased in reinforced concrete.
- D. Stub-ups: Concrete-encased RNC.

3.3 UNDERGROUND ENCLOSURE APPLICATION

- A. Handholes and Boxes for 600 V and Less:
 - 1. Units in Driveway, Parking Lot, and Off-Roadway Locations, Subject to Occasional, Nondeliberate Loading by Heavy Vehicles: Polymer concrete, SCTE 77, Tier 15 structural load rating.
 - 2. Units in Sidewalk and Similar Applications with a Safety Factor for Nondeliberate Loading by Vehicles: Polymer concrete units, SCTE 77, Tier 8 structural load rating.
 - 3. Units Subject to Light-Duty Pedestrian Traffic Only: Polymer concrete units, SCTE 77, Tier 8.
 - 4. Cover design load shall not exceed the design load of the handhole or box.

3.4 EARTHWORK

- A. Excavation and Backfill: Comply with Section 31 23 00 "Excavation and Fill", but do not use heavy-duty, hydraulic-operated, compaction equipment.
- B. Restoration: Replace area after construction vehicle traffic in immediate area is complete.
- C. Restore surface features at areas disturbed by excavation and re-establish original grades unless otherwise indicated. Replace removed sod immediately after backfilling is completed.
- D. Restore areas disturbed by trenching, storing of dirt, cable laying, and other work. Restore vegetation and include necessary top soiling, fertilizing, liming, seeding, sodding, sprigging, and mulching.
- E. Cut and patch existing pavement in the path of underground duct, duct bank, and underground structures.

3.5 DUCT AND DUCT-BANK INSTALLATION

- A. Where indicated on Drawings, install duct, spacers, and accessories into the duct-bank configuration shown. Duct installation requirements in this Section also apply to duct bank.
- B. Install duct according to NEMA TCB 2.
- C. Slope: Pitch duct a minimum slope of 1:300 down toward manholes and handholes and away from buildings and equipment. Slope duct from a high point between two manholes, to drain in both directions.

- D. Curves and Bends: Use 5-degree angle couplings for small changes in direction. Use manufactured long sweep bends with a minimum radius of 48 inches (1200 mm), both horizontally and vertically, at other locations unless otherwise indicated.
 - 1. Duct shall have maximum of two 90-degree bends or the total of all bends shall be no more 180 degrees between pull points.
- E. Joints: Use solvent-cemented joints in duct and fittings and make watertight according to manufacturer's written instructions. Stagger couplings so those of adjacent duct do not lie in same plane.
- F. Installation Adjacent to High-Temperature Steam Lines: Where duct is installed parallel to underground steam lines, perform calculations showing the duct will not be subject to environmental temperatures above 40 deg C. Where environmental temperatures are calculated to rise above 40 deg C, and anywhere the duct crosses above an underground steam line, install insulation blankets listed for direct burial to isolate the duct bank from the steam line.
- G. Sealing: Provide temporary closure at terminations of duct with pulled cables. Seal spare duct at terminations. Use sealing compound and plugs to withstand at least 15-psig (1.03-MPa) hydrostatic pressure.
- H. Pulling Cord: Install 200-lbf- (1000-N-) test nylon cord in empty ducts.
- I. Concrete-Encased Ducts and Duct Bank:
 - 1. Excavate trench bottom to provide firm and uniform support for duct. Prepare trench bottoms as specified in Section 31 23 00 "Excavation and Fill" for pipes less than 6 inches (150 mm) in nominal diameter.
 - 2. Width: Excavate trench 3 inches (75 mm) wider than duct on each side.
 - 3. Depth: Install so top of duct envelope is at least 24 inches (600 mm) below finished grade in areas not subject to deliberate traffic, and at least 30 inches (750 mm) below finished grade in deliberate traffic paths for vehicles unless otherwise indicated.
 - 4. Support duct on duct spacers coordinated with duct size, duct spacing, and outdoor temperature.
 - 5. Spacer Installation: Place spacers close enough to prevent sagging and deforming of duct, with not less than four spacers per 20 feet (6 m) of duct. Place spacers within 24 inches (600 mm) of duct ends. Stagger spacers approximately 6 inches (150 mm) between tiers. Secure spacers to earth and to duct to prevent floating during concreting. Tie entire assembly together using fabric straps; do not use tie wires or reinforcing steel that may form conductive or magnetic loops around ducts or duct groups.
 - 6. Minimum Space between Duct: 3 inches (75 mm) between edge of duct and exterior envelope wall, 2 inches (50 mm) between ducts for like services, and 4 inches (100 mm) between power and communications ducts.

7. Elbows: Use manufactured duct elbows for stub-ups, at building entrances, and at changes of direction in duct unless otherwise indicated. Extend encasement throughout length of elbow.
 8. Reinforcement: Reinforce concrete-encased duct where crossing disturbed earth and where indicated. Arrange reinforcing rods and ties without forming conductive or magnetic loops around ducts or duct groups.
 9. Forms: Use walls of trench to form side walls of duct bank where soil is self-supporting and concrete envelope can be poured without soil inclusions; otherwise, use forms.
 10. Concrete Cover: Install a minimum of 3 inches (75 mm) of concrete cover between edge of duct to exterior envelope wall, 2 inches (50 mm) between duct of like services, and 4 inches (100 mm) between power and communications ducts.
 11. Concreting Sequence: Pour each run of envelope between manholes or other terminations in one continuous operation.
 - a. Start at one end and finish at the other, allowing for expansion and contraction of duct as its temperature changes during and after the pour. Use expansion fittings installed according to manufacturer's written instructions or use other specific measures to prevent expansion-contraction damage.
 - b. If more than one pour is necessary, terminate each pour in a vertical plane and install 3/4-inch (15-mm) reinforcing-rod dowels extending a minimum of 18 inches (450 mm) into concrete on both sides of joint near corners of envelope.
 12. Pouring Concrete: Comply with requirements in "Concrete Placement" Article in Section 03 30 00 "Cast-in-Place Concrete." Place concrete carefully during pours to prevent voids under and between duct and at exterior surface of envelope. Do not allow a heavy mass of concrete to fall directly onto ducts. Allow concrete to flow around duct and rise up in middle, uniformly filling all open spaces. Do not use power-driven agitating equipment unless specifically designed for duct-installation application.
- J. Direct-Buried Duct and Duct Bank:
1. Excavate trench bottom to provide firm and uniform support for duct. Comply with requirements in Section 31 23 00 "Excavation and Fill" for preparation of trench bottoms for pipes less than 6 inches (150 mm) in nominal diameter.
 2. Width: Excavate trench 3 inches (75 mm) wider than duct on each side.
 3. Depth: Install top of duct at least 36 inches (900 mm) below finished grade unless otherwise indicated.

4. Set elevation of bottom of duct bank below frost line.
5. Support ducts on duct spacers coordinated with duct size, duct spacing, and outdoor temperature.
6. Spacer Installation: Place spacers close enough to prevent sagging and deforming of duct, with not less than four spacers per 20 feet (6 m) of duct. Place spacers within 24 inches (600 mm) of duct ends. Stagger spacers approximately 6 inches (150 mm) between tiers. Secure spacers to earth and to ducts to prevent floating during concreting. Tie entire assembly together using fabric straps; do not use tie wires or reinforcing steel that may form conductive or magnetic loops around ducts or duct groups.
7. Install duct with a minimum of 3 inches (75 mm) between ducts for like services and 6 inches (150 mm) between power and communications duct.
8. Elbows: Install manufactured duct elbows for stub-ups, at building entrances, and at changes of direction in duct direction unless otherwise indicated. Encase elbows for stub-up ducts throughout length of elbow.
9. After installing first tier of duct, backfill and compact. Start at tie-in point and work toward end of duct run, leaving ducts at end of run free to move with expansion and contraction as temperature changes during this process. Repeat procedure after placing each tier. After placing last tier, hand place backfill to 4 inches (100 mm) over duct and hand tamp. Firmly tamp backfill around ducts to provide maximum supporting strength. Use hand tamper only. After placing controlled backfill over final tier, make final duct connections at end of run and complete backfilling with normal compaction. Comply with requirements in Section 31 23 00 "Excavation and Fill" for installation of backfill materials.
 - a. Place minimum 3 inches (75 mm) of sand as a bed for duct. Place sand to a minimum of 6 inches (150 mm) above top level of duct.
 - b. Place minimum 6 inches (150 mm) of engineered fill above concrete encasement of duct.
- K. Underground-Line Warning Tape: Bury conducting underground line specified in Section 26 05 53 "Identification for Electrical Systems" no less than 12 inches (300 mm) above all concrete-encased duct and duct banks. Align tape parallel to and within 3 inches (75 mm) of centerline of duct bank. Provide an additional warning tape for each 12-inch (300-mm) increment of duct-bank width over a nominal 18 inches (450 mm). Space additional tapes 12 inches (300 mm) apart, horizontally.

3.6 INSTALLATION OF HANDHOLES AND BOXES OTHER THAN PRECAST CONCRETE

- A. Install handholes and boxes level and plumb and with orientation and depth coordinated with connecting duct, to minimize bends and deflections required for proper entrances. Use box extension if required to match depths of duct, and seal joint between box and extension as recommended by manufacturer.
- B. Unless otherwise indicated, support units on a level bed of crushed stone or gravel, graded from 1/2-inch (12.5-mm) sieve to No. 4 (4.75-mm) sieve and compacted to same density as adjacent undisturbed earth.
- C. Elevation: In paved areas and trafficways, set cover flush with finished grade. Set covers of other handholes 1 inch (25 mm) above finished grade.
- D. Install handholes and boxes with bottom below frost line, below grade.
- E. Install removable hardware, including pulling eyes, cable stanchions, cable arms, and insulators, as required for installation and support of cables and conductors and as indicated. Select arm lengths to be long enough to provide spare space for future cables, but short enough to preserve adequate working clearances in enclosure.
- F. Field cut openings for duct according to enclosure manufacturer's written instructions. Cut wall of enclosure with a tool designed for material to be cut. Size holes for terminating fittings to be used, and seal around penetrations after fittings are installed.
- G. For enclosures installed in asphalt paving and subject to occasional, nondeliberate, heavy-vehicle loading, form and pour a concrete ring encircling, and in contact with, enclosure and with top surface screeded to top of box cover frame. Bottom of ring shall rest on compacted earth.
 - 1. Concrete: 3000 psi (20 kPa), 28-day strength, complying with Section 03 30 00 "Cast-in-Place Concrete," with a troweled finish.
 - 2. Dimensions: 10 inches wide by 12 inches deep (250 mm wide by 300 mm deep).

3.7 GROUNDING

- A. Ground underground ducts and utility structures according to Section 26 05 26 "Grounding and Bonding for Electrical Systems."

3.8 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
 - 1. Demonstrate capability and compliance with requirements on completion of installation of underground duct, duct bank, and utility structures.

2. Pull solid aluminum or wood test mandrel through duct to prove joint integrity and adequate bend radii, and test for out-of-round duct. Provide a minimum 12-inch- (300-mm-) long mandrel equal to duct size minus 1/4 inch (6 mm). If obstructions are indicated, remove obstructions and retest.
- B. Correct deficiencies and retest as specified above to demonstrate compliance.
- C. Prepare test and inspection reports.
- 3.9 CLEANING
 - A. Pull leather-washer-type duct cleaner, with graduated washer sizes, through full length of duct until duct cleaner indicates that duct is clear of dirt and debris. Follow with rubber duct swab for final cleaning and to assist in spreading lubricant throughout ducts.
 - B. Clean internal surfaces of manholes, including sump.
 1. Sweep floor, removing dirt and debris.
 2. Remove foreign material.

END OF SECTION

SECTION 26 05 53
IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

1. Identification for raceways.
2. Identification of power and control cables.
3. Identification for conductors.
4. Underground-line warning tape.
5. Warning labels and signs.
6. Equipment identification labels.
7. Miscellaneous identification products.

1.3 ACTION SUBMITTALS

- A. Product Data: For each electrical identification product indicated.
- B. Samples: For each type of label and sign to illustrate size, colors, lettering style, mounting provisions, and graphic features of identification products.
- C. Identification Schedule: An index of nomenclature of electrical equipment and system components used in identification signs and labels.

1.4 QUALITY ASSURANCE

- A. Comply with ANSI A13.1.
- B. Comply with NFPA 70.

- C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.
- D. Comply with ANSI Z535.4 for safety signs and labels.
- E. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.

1.5 COORDINATION

- A. Coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual; and with those required by codes, standards, and 29 CFR 1910.145. Use consistent designations throughout Project.
- B. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.
- C. Coordinate installation of identifying devices with location of access panels and doors.
- D. Install identifying devices before installing acoustical ceilings and similar concealment.

PART 2 - PRODUCTS

2.1 POWER AND CONTROL RACEWAY IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway size.
- B. Colors for Raceways Carrying Circuits at 600 V or Less:
 - 1. Black letters on an orange field.
 - 2. Legend: Indicate voltage.
- C. Colors for Raceways Carrying Circuits at More Than 600 V:
 - 1. Black letters on an orange field.
 - 2. Legend: "DANGER CONCEALED HIGH VOLTAGE WIRING."
- D. Vinyl Labels for Raceways Carrying Circuits at 600 V or Less: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound clear adhesive tape for securing ends of legend label.

- E. Snap-Around Labels for Raceways Carrying Circuits at 600 V or Less: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeve, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.
- F. Snap-Around, Color-Coding Bands for Raceways Carrying Circuits at 600 V or Less: Slit, pretensioned, flexible, solid-colored acrylic sleeve, 2 inches (50 mm) long, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.
- G. Tape and Stencil for Raceways Carrying Circuits More Than 600 V: 4-inch- (100-mm-) wide black stripes on 10-inch (250-mm) centers diagonally over orange background that extends full length of raceway or duct and is 12 inches (300 mm) wide. Stop stripes at legends.

2.2 POWER AND CONTROL CABLE IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each cable size.
- B. Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound clear adhesive tape for securing ends of legend label.
- C. Self-Adhesive, Self-Laminating Polyester Labels: Preprinted, 3-mil- (0.08-mm-) thick flexible label with acrylic pressure-sensitive adhesive that provides a clear, weather- and chemical-resistant, self-laminating, protective shield over the legend. Labels sized to fit the cable diameter such that the clear shield overlaps the entire printed legend.
- D. Heat-Shrink Preprinted Tubes: Flame-retardant polyolefin tube with machine-printed identification label. Sized to suit diameter of and shrinks to fit firmly around cable it identifies. Full shrink recovery at a maximum of 200 deg F (93 deg C). Comply with UL 224.
- E. Snap-Around Labels: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeve, with diameter sized to suit diameter of cable it identifies and to stay in place by gripping action.
- F. Snap-Around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeve, 2 inches (50 mm) long, with diameter sized to suit diameter of cable it identifies and to stay in place by gripping action.

2.3 CONDUCTOR IDENTIFICATION MATERIALS

- A. Color-Coding Conductor Tape: Colored, self-adhesive vinyl tape not less than 3 mils (0.08 mm) thick by 1 to 2 inches (25 to 50 mm) wide.
- B. Self-Adhesive, Self-Laminating Polyester Labels: Preprinted, 3-mil- (0.08-mm-) thick flexible label with acrylic pressure-sensitive adhesive that provides a clear, weather- and chemical-resistant,

self-laminating, protective shield over the legend. Labels sized to fit the conductor diameter such that the clear shield overlaps the entire printed legend.

- C. Snap-Around Labels: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeve, with diameter sized to suit diameter of conductor it identifies and to stay in place by gripping action.
- D. Snap-Around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeve with diameter sized to suit diameter of conductor it identifies and to stay in place by gripping action.
- E. Heat-Shrink Preprinted Tubes: Flame-retardant polyolefin tube with machine-printed identification label. Sized to suit diameter of and shrinks to fit firmly around conductor it identifies. Full shrink recovery at a maximum of 200 deg F (93 deg C). Comply with UL 224.
- F. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.

2.4 UNDERGROUND-LINE WARNING TAPE

- A. Tape:
 - 1. Recommended by manufacturer for the method of installation and suitable to identify and locate underground electrical utility lines.
 - 2. Printing on tape shall be permanent and shall not be damaged by burial operations.
 - 3. Tape material and ink shall be chemically inert, and not subject to degrading when exposed to acids, alkalis, and other destructive substances commonly found in soils.
- B. Color and Printing:
 - 1. Comply with ANSI Z535.1 through ANSI Z535.5.
 - 2. Inscriptions for Red-Colored Tapes: ELECTRIC LINE, HIGH VOLTAGE.
 - 3. Inscriptions for Orange-Colored Tapes: TELEPHONE CABLE, CATV CABLE, COMMUNICATIONS CABLE, OPTICAL FIBER CABLE.

2.5 WARNING LABELS AND SIGNS

- A. Comply with NFPA 70 and 29 CFR 1910.145.
- B. Self-Adhesive Warning Labels: Factory-printed, multicolor, pressure-sensitive adhesive labels, configured for display on front cover, door, or other access to equipment unless otherwise indicated.

C. Metal-Backed, Butyrate Warning Signs:

1. Weather-resistant, nonfading, preprinted, cellulose-acetate butyrate signs with 0.0396-inch (1-mm) galvanized-steel backing; and with colors, legend, and size required for application.
2. 1/4-inch (6.4-mm) grommets in corners for mounting.
3. Nominal size, 10 by 14 inches (250 by 360 mm).

D. Warning label and sign shall include, but are not limited to, the following legends:

1. Multiple Power Source Warning: "DANGER - ELECTRICAL SHOCK HAZARD - EQUIPMENT HAS MULTIPLE POWER SOURCES."
2. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES (915 MM)."

2.6 EQUIPMENT IDENTIFICATION LABELS

- A. Engraved, Laminated Acrylic or Melamine Label: Punched or drilled for screw mounting. White letters on a dark-gray background. Minimum letter height shall be 3/8 inch (10 mm).

2.7 CABLE TIES

- A. General-Purpose Cable Ties: Fungus inert, self-extinguishing, one piece, self-locking, Type 6/6 nylon.

1. Minimum Width: 3/16 inch (5 mm).
2. Tensile Strength at 73 deg F (23 deg C), According to ASTM D 638: 12,000 psi (82.7 MPa).
3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).
4. Color: Black except where used for color-coding.

- B. UV-Stabilized Cable Ties: Fungus inert, designed for continuous exposure to exterior sunlight, self-extinguishing, one piece, self-locking, Type 6/6 nylon.

1. Minimum Width: 3/16 inch (5 mm).
2. Tensile Strength at 73 deg F (23 deg C), According to ASTM D 638: 12,000 psi (82.7 MPa).

3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).
4. Color: Black.

2.8 MISCELLANEOUS IDENTIFICATION PRODUCTS

- A. Paint: Comply with requirements in painting Sections for paint materials and application requirements. Select paint system applicable for surface material and location (exterior or interior).
- B. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Verify identity of each item before installing identification products.
- B. Location: Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.
- C. Apply identification devices to surfaces that require finish after completing finish work.
- D. Self-Adhesive Identification Products: Clean surfaces before application, using materials and methods recommended by manufacturer of identification device.
- E. Attach signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
- F. Attach plastic raceway and cable labels that are not self-adhesive type with clear vinyl tape with adhesive appropriate to the location and substrate.
- G. System Identification Color-Coding Bands for Raceways and Cables: Each color-coding band shall completely encircle cable or conduit. Place adjacent bands of two-color markings in contact, side by side. Locate bands at changes in direction, at penetrations of walls and floors, at 50-foot (15-m) maximum intervals in straight runs, and at 25-foot (7.6-m) maximum intervals in congested areas.
- H. Aluminum Wraparound Marker Labels and Metal Tags: Secure tight to surface of conductor or cable at a location with high visibility and accessibility.
- I. Cable Ties: For attaching tags. Use general-purpose type, except as listed below:

1. Outdoors: UV-stabilized nylon.
 2. In Spaces Handling Environmental Air: Plenum rated.
- J. Underground-Line Warning Tape: During backfilling of trenches install continuous underground-line warning tape directly above line at 6 to 8 inches (150 to 200 mm) below finished grade. Use multiple tapes where width of multiple lines installed in a common trench exceeds 16 inches (400 mm) overall.
- K. Painted Identification: Comply with requirements in painting Sections for surface preparation and paint application.

3.2 IDENTIFICATION SCHEDULE

- A. Accessible Raceways and Metal-Clad Cables, 600 V or Less, for Service, Feeder, and Branch Circuits More Than 30 A, and 120 V to ground: Identify with self-adhesive vinyl label. Install labels at 10-foot (3-m) maximum intervals.
- B. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction boxes, manholes, and handholes, use color-coding conductor tape to identify the phase.
1. Color-Coding for Phase Identification, 600 V or Less: Use colors listed below for ungrounded service feeder and branch-circuit conductors.
 - a. Color shall be factory applied or field applied for sizes larger than No. 8 AWG, if authorities having jurisdiction permit.
 - b. Colors for 208/120-V Circuits:
 - 1) Phase A: Black.
 - 2) Phase B: Red.
 - 3) Phase C: Blue.
 - c. Colors for 480/277-V Circuits:
 - 1) Phase A: Brown.
 - 2) Phase B: Orange.
 - 3) Phase C: Yellow.
 - d. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches (150 mm) from terminal points and in boxes where

splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.

- C. Install instructional sign including the color-code for grounded and ungrounded conductors using adhesive-film-type labels.
- D. Control-Circuit Conductor Identification: For conductors and cables in pull and junction boxes, manholes, and handholes, use self-adhesive vinyl labels with the conductor or cable designation, origin, and destination.
- E. Control-Circuit Conductor Termination Identification: For identification at terminations provide heat-shrink preprinted tubes with the conductor designation.
- F. Conductors to Be Extended in the Future: Attach marker tape to conductors and list source.
- G. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.
 - 1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.
 - 2. Use system of marker tape designations that is uniform and consistent with system used by manufacturer for factory-installed connections.
 - 3. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual.
- H. Locations of Underground Lines: Identify with underground-line warning tape for power, lighting, communication, and control wiring and optical fiber cable.
 - 1. Limit use of underground-line warning tape to direct-buried cables.
 - 2. Install underground-line warning tape for both direct-buried cables and cables in raceway.
- I. Operating Instruction Signs: Install instruction signs to facilitate proper operation and maintenance of electrical systems and items to which they connect. Install instruction signs with approved legend where instructions are needed for system or equipment operation.
- J. Equipment Identification Labels: On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and the Operation and Maintenance Manual. Apply labels to disconnect switches and protection equipment, central or master units, control panels, control stations, terminal cabinets, and racks of each system. Systems include power, lighting, control, communication, signal, monitoring, and alarm systems unless equipment is provided with its own identification.

1. Labeling Instructions:
 - a. Outdoor Equipment: Engraved, laminated acrylic or melamine label 4 inches (100 mm) high.
 - b. Elevated Components: Increase sizes of labels and letters to those appropriate for viewing from the floor.
 - c. Unless provided with self-adhesive means of attachment, fasten labels with appropriate mechanical fasteners that do not change the NEMA or NRTL rating of the enclosure.
2. Equipment to Be Labeled:
 - a. Enclosures and electrical cabinets.
 - b. Access doors and panels for concealed electrical items.
 - c. Transformers: Label that includes tag designation shown on Drawings for the transformer, feeder, and panelboards or equipment supplied by the secondary.
 - d. Enclosed switches.
 - e. Enclosed circuit breakers.
 - f. Enclosed controllers.
 - g. Push-button stations.
 - h. Contactors.
 - i. Remote-controlled switches, dimmer modules, and control devices.
 - j. Monitoring and control equipment.

END OF SECTION

SECTION 31 22 00
GRADING

PART 1 - GENERAL

1.01 Work Includes

- A. Excavation and embankment necessary for grading the site shall be considered to include that required for roads, walks, culvert installations, and drainage ditches and channels.

PART 2 - EXECUTION

2.01 Preparation

- A. After the removal of topsoil, the then existing surface is to be excavated or filled to the elevations and slopes indicated on the Drawings, or as directed by the Engineer. Additional fill, if required, and is not available elsewhere, shall be excavated from borrow areas selected by the Contractor, but subject to the approval of the Engineer. Unless otherwise provided, all borrow pits shall be located entirely outside the limits of the site.
- B. On areas where roadway pavement is to be placed, the subgrade therefore shall be no more than 0.10 foot above or below the established grade; in other areas, the finished grade shall be not more than 0.15 foot above or below the established grade.
- C. Where rock is encountered at road subgrade or finished grade in areas other than roads, it shall be removed for a depth of six (6) inches below such subgrade or finished grade elevation.
- D. Subgrades and shoulders for the access and service roads shall be constructed to the lines and grades indicated, and in conformance with the applicable requirements of the "Standard Specifications" for the Florida State Department of Transportation.

2.02 Embankment

- A. On hillsides in which the existing slope is steeper than four to one, the Engineer may require the surface to be plowed to provide binding of the embankment with the original ground. When, in the opinion of the Engineer, existing slopes are excessive, the Engineer may require the original ground to be cut into the steps or berms.
- B. All materials removed from classes of excavation, which are determined as suitable by the Engineer, shall be used in the formation of embankments. Excavated material which is not

required for embankments shall be disposed of by the Contractor, at his responsibility and expense, outside the limits of the site, unless the Engineer gives notice of some point of disposal within the site. No material shall be disposed of in any flood channel area.

- C. Earth or other friable materials shall be placed in successive horizontal layers of loose material not more than nine (9) inches in depth, spread uniformly by use of graders or other approved devices, and rolled until thoroughly compacted with an approved three (3) wheel power roller weighing not less than ten (10) tons. The Engineer may permit the Contractor to use approved sheep-foot tamping rollers. Embankments at points inaccessible to the roller shall be made in horizontal layers of loose material not exceeding six (6) inches in depth and thoroughly compacted by mechanical tampers.
- D. Where rock only is available, it shall be placed in loose layers not exceeding two (2) feet in depth and rolled as provided above. Rock fills shall only be considered as such where the earth or other finer materials is uniformly distributed and is considerably less than sufficient to fill the voids and interstices; otherwise it shall be considered and placed as earth fill. The top layer of rock fills shall not exceed eight (8) inches in depth, and the interstices shall be thoroughly filled with small spall, shale, gravel, or other similar approved material and thoroughly compacted. This top layer of rock shall be kept at least eight (8) inches below the elevation of subgrade for payments, and finished grade elsewhere, with the balance of the fill formed by topsoil or other approved material, as required.
- E. No roots, leaves, grass, or any form of vegetation shall be placed or allowed to remain in filled or graded areas.
- F. The Contractor shall be responsible for the stability of all embankments and shall replace all sections which, in the opinion of the Engineer, have been damaged or displaced due to carelessness or neglect on the part of the Contractor due to natural causes, such as storms.
- G. During grading operations, cuts and fills shall be kept shaped and drained at all times.

END OF SECTION

SECTION 31 23 00
EXCAVATION AND FILL

PART 1 - GENERAL

1.01 SCOPE

- A. The work covered by this section and required by this Contract includes the completion of all excavation, backfilling and embankment to the lines and grades indicated by the drawings, as further specified below, and necessary to the following operations:
1. Stripping, storing and replacing topsoil;
 2. Excavation and backfill for pipe trenches;
 3. Excavation and embankment for road, grading and drainage of the site;
 4. Excavation and backfill for buildings and structures; and
 5. Borrow excavation.

1.02 CHARACTER OF MATERIAL.

- A. The Contractor must satisfy himself regarding the character and amount of loam, clay, sand, quicksand, muck, gravel, rock, water and all other material to be encountered in the work to be performed.

1.03 DESCRIPTION

- A. The Contractor shall excavate, protect and backfill all foundations, trenches, tunnels and other excavations that may be necessary for completing the work to be done under this Contract. All excavation shall be in open cuts, except where and to such extent as the Engineer may authorize or direct that the same be done in tunnel, or where such is specified in the Special Requirements or Contract drawings. Trenches may, in general, be excavated and backfilled either by machinery, or by hand as the Contractor may elect; provided, however, that the Engineer shall be empowered, wherever he shall decide that such necessity exists, to direct that hand excavation be employed; and, provided, further that backfilling by hand shall be done to the extent hereinafter specified. The Contractor shall have no claim for extra compensation due to the fact that hand, instead of machine, excavation may be necessary from any cause whatever.
- B. The Contractor shall perform all excavation of every description and of whatever substances encountered, to the lines and grades or depths indicated by the drawings, as

specified herein, or as directed by the Engineer. Embankments shall be prepared in accordance with the Specifications, and as necessary to bring the ground surface to the subgrade elevation for roads and to finished grade elevations for other areas as shown on the drawings, or directed by the Engineer. All excavated material not required for backfill or embankment shall be removed and wasted or otherwise disposed of as directed or specified.

- C. The term "subgrade" as used herein shall have the meaning given below:
1. The bed of a trench prepared as specified to receive pipes or other conduits;
 2. The area upon which the lower surface of roadway paving, walks, gutters, or curb rests;
 3. The surface of excavation or embankment areas prepared to receive topsoil; and
 4. The areas upon which rest the planned bottom of footings, foundations, or slabs.

PART 2 - MATERIALS

2.01 TOPSOIL

- A. Stripping. The area from which topsoil is to be stripped and the locations where it is to be stored shall be as shown on the drawings or as specified below. The topsoil shall be stripped to a depth of not less than six inches (6"). On all areas where any type of grading is to be performed, including the areas within the lines of buildings and structures, the topsoil shall be carefully removed and spread either on areas already graded or prepared for topsoil, or in stockpiles conveniently located to the areas which are later to receive application of topsoil.
- B. Spreading. On areas intended to receive topsoil, the compacted subgrade shall be scarified to a depth of two inches (2") for bonding topsoil with subsoil. The topsoil shall then be evenly spread, compacted and graded to the finished elevations shown on the drawings or as specified by the Engineer. Compaction shall be effected by a single pass of an approved roller.

2.02 REMOVAL AND STORAGE OF MATERIAL

- A. In locations where the working space is limited, the material excavated from the first one hundred feet (100') of any trench, or from such additional length as may be required, shall upon order of the Engineer, be removed at the Contractor's own cost and expense, as soon as excavated. The materials subsequently excavated shall be used to refill the trench. In no case will the Contractor be allowed to cast excavated material beyond curb of right-of-way lines, or on sidewalks or lawns, and the failure or refusal of the Contractor to comply with this requirement shall be sufficient cause for the Engineer to stop all work under the Contract.

- B. In case more material is excavated from any trench than can be backfilled over the completed sewer or can be stored within the limits of the right-of-way, leaving space for the traffic and drainage as herein provided, the excess material shall be removed to some convenient place, provided by the Contractor. The Contractor shall at his own cost and expense bring back as much of the material so removed, as may be required to properly backfill the trench, if of the proper kind; or, if so directed by the Engineer, the Contractor shall, at his own cost and expense, furnish such other suitable material as may be necessary.
- C. When it is necessary to haul soft or wet material over the streets, the Contractor shall provide suitable tight vehicles, or a pattern approved by the Engineer for this purpose.

2.03 SHEETING, BRACING AND SHORING

- A. The Contractor shall furnish the material for, and do all timber shoring, bracing and sheeting necessary to perform and protect the excavation, and as required by the Engineer to protect the work, other structures, the public, and the Contractor's employees. If trench protection is necessary, per OSHA requirements, the Contractor shall account for the anticipated expense in the appropriate bid item, or in the unit cost for pipe installed, or a combination of both. If the Engineer deems that sheeting, bracing, or shoring is necessary, it shall be supplied by the Contractor at no additional expense to the Owner. Such sheeting, etc. may be removed as the work progresses, but where, in the opinion of the Engineer, damage may result through removal; it shall be left in place with payment therefore made as hereinafter provided. The right of the Engineer to order sheeting, etc. left in place shall not render the issuance of such order obligatory on the part of the Engineer.
- B. All sheeting, etc. shall be arranged so that it may be withdrawn, as the trenches are backfilled, without injury to the pipe and its appurtenances, and without injury to or settlement of adjacent structures and pavements. All voids caused by withdrawal shall be immediately filled with sand or other satisfactory material and compacted by ramming or other method satisfactory to the Engineer.
- C. No timber sheeting, bracing or shoring shall be left within 18 inches (18") of any natural ground surfaces or within 12 inches (12") of the subgrade of any rigid or flexible type pavement, or railroad roadbed. In any trench shoring system, no vertical member shall remain directly over the pipe and no horizontal member shall remain within 12 inches (12") of any pipe. After backfilling is started, no sheeting shall extend below the horizontal diameter of the pipe without the Engineer's approval. Sheeting left in place shall be cut off at such point as the Engineer may order, and the portions cut off shall be removed from the work.

- D. If the Engineer determines that the material furnished is not of proper size or quality, or not properly placed, the Contractor shall furnish and place other and satisfactory material in an acceptable manner, and shall not be entitled to additional compensation for such corrective work.

PART III - EXECUTION

3.01 ORDER OF WORK

- A. The Contractor shall submit a progress schedule as specified in Article 2.40 and shall carry on his work in strict accordance therewith. Deviations from the progress schedule may be made only with the approval of the Engineer.
- B. Manholes shall be constructed either at the same time as the main sewer or immediately after its completion.

3.02 SEWER LINES AND GRADES. Sewer lines and grades shall be laid out and maintained during construction in the following manner.

- A. Prior to the commencement of trench excavation, the Contractor shall prepare and submit to the Engineer for approval, detailed cut sheets provided by the Contractor's surveyor. The surveyor shall be registered in the State of Florida. Cut sheet shall show; the beginning and ending of manholes; the distance between manholes; the grade, size and type of line, the depth of cut; etc. The form of cut sheets shall be satisfactory to the Engineer. All expense for the preparation of cut sheets shall be borne by the contractor and be included in the unit price per foot of pipe. Cut sheets must be approved by the Engineer in writing before pipe laying operations may be permitted. It shall be the responsibility of the Contractor to prepare cut sheets far enough in advance of his anticipated trenching schedule so that avoidable delay in the work will not occur.
- B. Before beginning the excavation for any run of main sewer, the Contractor's forces, under the direction of the Engineer, shall:
 - 1. Set control points for line and grade as given on the Drawings or as otherwise determined by the Engineer. In unpaved or unsurfaced areas, these points shall be placed on the top of stakes securely driven into the ground. In paved areas, there may be spikes driven into the paving or crosses cut into the paving, and in either case, enclosed in a painted circle. Stakes or points shall be sufficiently offset from the centerline so as to be undisturbed during the excavation and pipe laying operations. The offset shall be on the side of the centerline opposite to that on which excavation will be thrown.

2. As the rough excavation is completed, the Contractor's surveyor shall place grade or batter boards of finished, straight lumber across the trench opposite each stake or point. The grade boards shall be securely supported so as not to be subject to accidental displacement. The top of each board shall be leveled and set at the same distance above the sewer invert. A nail shall then be driven into the top of each board on the centerline of the sewer and each nail connected by a string line pulled taut.
 3. The preparation of the final subgrade and the pipe laying shall then proceed in the manner specified herein, beginning at the manhole having the lower invert and working upgrade and using the string line as control for maintaining sewer grade and horizontal alignment. A straight wooden pole suitably marked and with a right-angled offset at the bottom to project past the bell of the pipe and rest upon the pipe invert, shall be used to check the vertical distance from string line to invert.
- C. The use of laser beams shall be acceptable as a method of controlling pipe alignment and grade.

3.03 WIDTH AND DEPTH OF TRENCHES

- A. From the subgrade elevation to an elevation at least 12 inches (12") above the top of the outside barrel of the pipe, the banks of trenches in all cases shall be excavated to vertical lines, and the trenches shall be not less than 12 inches (12") nor more than 16 inches (16") wider nor more than eight inches (8") in width is provided on each side of the barrel of the pipe. If sheeting is required, the foregoing dimensions shall be applicable to the inside faces of the sheeting.
- B. From a point twelve inches (12") above the top of the outside barrel of the pipe to the surface, the banks of trenches in all streets, roads or highways, paved or unpaved, shall be kept as nearly vertical as possible, and in no case shall the width of trench at the top exceed the outside diameter of the pipe plus 40 inches (40"). If the specified maximum width of trench cannot otherwise be maintained, the Contractor shall install temporary sheeting at his own cost and expense. Where sewers are to be constructed on rights-of-way or easements in open country, the specified maximum width of trench at the top may be exceeded only if the construction is kept entirely within the limits of the easements or rights-of-way and can be carried on without damage to adjoining property.
- C. Except at locations where excavation of rock or unsuitable material is required, care shall be taken not to excavate below the depths specified, when rock is encountered, it shall be removed to a depth six inches (6") below the outside bottom of the pipe at the barrel. When the material encountered at subgrade is unstable, it shall be removed from under the pipe and on each side of the pipe for a distance of one (1) diameter of the pipe. Such rock or unsuitable material excavation below subgrade shall be backfilled with moist clay, sand,

bankrun gravel, or other suitable material compacted to the satisfaction of the Engineer, and the bed thus formed shaped as required above. In rock excavation, if trenches are shattered by blasting below the lines of excavation specified herein, the trench shall be refilled to subgrade with sand, well tamped earth, or concrete, if required by the Engineer, at the Contractor's expense. If earth trenches are excavated beyond the specified depths, they shall be backfilled to the proper grade with suitable, thoroughly tamped material at the expense of the Contractor.

3.04 PREPARATION OF FOUNDATION

- A. In earth trenches, the bottom thereof shall be carefully rounded to fit the lower ninety degrees (90°) of the circumference of the pipe, i.e., so that one-fourth (1/4) of the external circumference of the pipe will rest firmly on the undisturbed soil. Bell-holes shall be excavated to ensure that the barrel of the pipe will rest for its entire length upon the trench bottom.
- B. Bell-holes shall be properly cut to provide free support of the pipe barrel and shall be directed by the Engineer. All irregularities and cavities, either in earth or rock excavation, in the bottom of trenches or tunnels, shall be filled up to a level which will support ninety degrees (90°) of the lower pipe circumference with selected material free from large gravel, rocks and stones, firmly compacted before pipe lines are laid therein.
- C. Where, in the opinion of the Engineer, the ground does not afford a sufficiently firm foundation, the Contractor shall construct a timber foundation, or shall excavate the trench to such increased depth as may be directed, and then shall bring up the bottom of the trench to the required level and form with such material and in such manner as the Engineer may direct.

3.05 CONCRETE CRADLE AND ENCASEMENT

- A. The profiles generally indicate the approximate vertical limits where concrete cradle and encasement are necessary to support the anticipated loads on completed sewers for the widths of trench as required for each size and class of pipe, based on the crushing strength of the pipe.
- B. The Contractor is warned that if the trench widths or clearances between pipe and trench walls or face of sheeting, as specified above, are exceeded, he will be required to furnish in all locations at his own expense either concrete cradle or encasement as directed by the Engineer.
- C. It is anticipated that subsurface conditions may require a cradle for a portion of the project to provide an adequate foundation, even though the ultimate anticipated load on the pipe is less than the minimum crushing strength for sand bearing. The Contractor shall place

the cradle or encasement at the location, and of the materials, as directed and required by the Engineer. The Contractor will not be paid for any cradle beyond the required widths of trench.

- D. All excavation made beyond the required limits shall be at the Contractor's expense.

3.06 LENGTH OF OPEN TRENCH

- A. The Engineer shall have the right to limit the amount of trench opened in advance of pipe laying and the amount of pipe laid in advance of backfilling, but in no case, except when leakage tests are required by the Engineer, shall these amounts exceed three hundred feet (300') and one hundred feet (100'), respectively. Trench excavation shall be fully completed, except for the shaping of the bottom of the trench, at least 20 feet (20') in

advance of the pipe placement and shall be kept free from obstructions, except that at the close of work at night, or at the discontinuance of work, the pipe laying may be completed to within five feet (5') of the end of the open trench.

- B. The Engineer shall be empowered, at any time, to require the refilling of open trenches over completed pipe lines, if, in his judgment, such action is necessary, and the Contractor shall thereby have no claim for extra compensation even though to accomplish said refilling, he is compelled temporarily to stop excavation or other work at any place.
- C. If the work is stopped on any trench, for any reason except by order of the Engineer, and the excavation is left open for an unreasonable length of time (in the opinion of the Engineer) in advance of construction, the Contractor shall, if so directed, refill such trench at his own cost and shall not again open said trench until he is ready to complete the structure therein.

3.07 ACCOMMODATION OF TRAFFIC

- A. Streets shall not be unnecessarily obstructed and, unless the Engineer, in writing, shall authorize the complete closing of the street, the Contractor shall take such measures at his own expense as may be necessary to keep the street or road open and safe for traffic.
- B. The Contractor shall construct and maintain without extra compensation such adequate and proper bridges over excavations as may be necessary or as directed for the safe accommodation of pedestrians or vehicles. The Contractor shall furnish and erect without cost to the Owner substantial barricades at crossings of trenches, or along the trench, to protect the traveling public.
- C. The Contractor shall not obstruct fire hydrants.

- D. The roadway on one side of the line of work shall be kept open at all times.
- E. The streets, crosswalks and sidewalks shall be kept clean, clear and free for the passage of vehicles or pedestrians, unless otherwise authorized in writing by the Engineer. A straight and continuous passageway on sidewalks and over crosswalks, at least three feet (3') in width, shall be preserved free from all obstruction.
- F. Where deemed necessary, such additional passageway as may be directed shall be maintained free from obstructions.
- G. In narrow or congested streets or alleys, when so directed, the Contractor shall complete his work up to a point designated by the Engineer before opening the work ahead, in order to give access to garages and other places. The Contractor shall in all cases so arrange his work as to cause the least inconvenience to property owners consistent with the proper precaution of the work as determined by the Engineer.

3.08 ACCOMMODATION OF DRAINAGE

- A. Gutters, sewers, drains and ditches shall be kept open at all times for surface drainage. No damming or ponding of water in gutters or other waterways will be permitted, except where stream crossings are necessary and then only to an extent which the engineer shall consider necessary. The Contractor will be responsible for all clean-up to existing utilities caused by their activities.
- B. The Contractor shall not direct any flow of water across or over pavements except through approved pipes or properly constructed troughs and he shall, when so required at his own expense and cost, provide pipes or troughs of such sizes and lengths as may be required and place the same as directed.
- C. The grading in the vicinity of sewer trenches shall be controlled so that the ground surface is properly pitched to prevent water running into trenches.

3.09 PUMPING

- A. The Contractor shall keep all excavations free from water, at his own expense, while structural work is in progress, and to such extent as may be necessary while excavation work along is being carried on.
- B. The Contractor shall build all dams and other devices necessary for this purpose, including lowering the water table below trench bottom by well points and pumping, and provide and operate pumps of sufficient capacity for dewatering the excavations.

- C. He shall provide for the disposal of the water removed from excavation in such manner as shall not cause injury to the public health, to public or private property, to the work of other Contractors, to any portion of the work completed or in progress, or produce any impediment to the use of the highways, roads, lanes, and streets by the public.
- D. Any dewatering required shall be performed at the Contractor's expense. Payment for dewatering shall be included in the Contractor's bid prices for pipe or other structures requiring dewatering for installation. If holes made for installation of well points are installed in a roadway, shoulder, or under a structure, these holes shall be filled with lean grout prior to backfill and compaction. Any permits needed for dewatering shall be obtained and paid for by the contractor.

3.10 EMBANKMENT

- A. Where embankment is necessary to support the foundations of the pipe or structure, it shall be made to the height, width and slopes shown on the drawings, or as directed. The entire embankment, or such portion thereof as may be deemed necessary by the Engineer, shall be made prior to the construction of the sewer, structure, or the foundation thereof, at such time and in such order as the Engineer may direct; and the embankment, sewer, or structure, and appurtenances, which may be laid thereon or therein, shall be maintained by the Contractor, at his own cost and expense, until the completion of the period of one (1) year from and after the date of the Certificate of Completion and Acceptance.
- B. After carefully grubbing and clearing the ground, removing all loose rock and stone, and all muck and improper material, to such a depth as the Engineer may determine, the embankment shall be built up of good loam, gravel or sand, or other selected and approved material, free from all stone above four inches (4") diameter, and not containing in any place a proportion of stones exceeding one (1) part stone to three (3) parts earth.
- C. In cast material which is unsatisfactory for the foundation of any embankment is encountered, said material shall be removed to such depth, and for such length and width as may be directed by the Engineer. Payment for the removal of material unfit for the foundation of an embankment will be made at the price bid or stipulated per cubic yard for excavation below subgrade.
- D. The material for embankment shall be deposited in layers of not more than nine inches (9") in thickness; each layer shall be separately compacted by heavy, grooved iron rollers, or where such rollers cannot be used, by heavy paver's rammers. The embankment shall be watered during rolling, if so required. No breaks or irregularities in the distribution of the material or the formation of the layers will be allowed. The whole embankment shall be carried up evenly to the height given by the Engineer in such a manner as to make a compact and solid foundation. When pipe is to be laid in a fill, the embankment shall be brought to a height of at least one foot (1') above the proposed top of the pipe before the

trench is excavated. The embankment shall then be excavated to the proper form and grade, and the sewer placed thereon; after which the embankment shall be carried up to a height of not less than three feet (3') above the top of the sewer, the material being placed and rolled or rammed in layers as above described.

3.11 BACKFILLING TRENCHES

- A. It is the intent of the following requirements for the backfilling of trenches to specify materials and methods which will:
 - 1. Result in thorough compaction of the backfilled material without the displacement of the grade or alignment of the sewer line and its appurtenances, and
 - 2. Eliminate settlement of the backfilled material.
- B. If displacement of the sewer or settlement of the backfilled material does occur, it will be considered as conclusive evidence of improper workmanship or the inclusion of unsuitable materials or both, and it shall be the Contractor's responsibility, at his own expense, to remove and recompact the settled material and regrade and realign the sewer. During the course of the backfilling operation, the Engineer may, at any location of depth of trench, make tests to determine whether the Contractor's compaction operations are sufficient to meet the requirements specified below.
- C. The procedure of backfilling shall be as follows:
 - 1. After the structure, pipe, or conduit and its appurtenances have been installed or constructed, the excavation, to a height of at least two feet (2') above the top of pipe or conduit, shall be refilled with clean earth deposited in four inch (4") layers and solidly rammed down and tamped around the pipe, or conduit and under it, with mechanical tampers and proper tools made for this purpose. The operation shall be done in such manner as not to disturb the structure. The area around the pipe shall be hand-tamped.
 - 2. The earth, to the height specified above, shall be carefully thrown in with hand shovels; under no condition shall any other means than hand shoveling, such as pushing in with heavy equipment be used.
 - 3. The remainder of the trench, except as described below, shall then be refilled evenly to the required height in layers, each layer not to exceed six inches (6") in thickness after compaction. Mechanical tampers shall be used so as to produce a density of backfill (as determined by weight) at the bottom of each layer of not less than ninety-five percent (95%) of the optimum density of that material based

upon the AASHTO T-180 modified proctor. The earth shall be properly rammed as directed and wetted as required as the work progresses.

4. Care shall be taken to carry the fill up evenly on opposite side of the sewer, other trench excavations, and around the sides of all structures.
- D. If, in the opinion of the Engineer, the material being used for backfilling is of such character that satisfactory results cannot be obtained by tamping and ramming, the Contractor shall backfill and puddle the excavations in such manner and at such times as the Engineer may direct.
 - E. If the material excavated is not clean earth, as above specified, the best of the materials excavated shall be used in backfilling, in position and manner as directed by the Engineer.
 - F. In rock trenches, selected earth, sand or gravel shall be provided and used as backfill in the manner hereinbefore described to a height of two feet (2') above the top of the sewer. The backfill for the balance of the trench in all cases shall be of good earth, sand or gravel, which may contain stones not more than six inches (6") in largest dimensions, but not in proportion exceeding twenty percent (20%) of the total volume of backfill.
 - G. No bulkheads, or retaining walls for the backfilling, will be allowed in the trenches over the sewer, except for temporary use.
 - H. Should there be a deficiency of proper material for refilling the Contractor shall furnish acceptable material at his own cost and expense.
 - I. No house ashes, putrescible refuse or other material of unsatisfactory character shall be used in refilling, and the Contractor shall not permit the trench to be used as a dumping ground for refuse.
 - J. Testing of backfill in trenches shall be performed as deemed necessary by the Engineer or his representatives; the Contractor will supply and pay for the testing.

3.12 BORROW EXCAVATION

- A. In cases where the amount of embankment exceeds the amount of excavation within the limits of the site as indicated by the Drawings, and where material is not available from other sources of contracts, the Contractor shall obtain sufficient, suitable material from borrow pits located entirely beyond the limits of the site unless the Engineer gives written permission to obtain such material from an area within the site.

- B. The Contractor shall notify the Engineer sufficiently in advance of borrow excavation requirements to permit the Engineer to determine necessity and to view the proposed borrow pit.
- C. Borrow obtained from within the site shall be removed to uniform lines and grades satisfactory to the Engineer, and in such a manner as to not detract from the general appearance of the improvement and shall not create unsatisfactory conditions.
- D. All borrow pits shall be stripped of brush, roots, grass and other vegetation prior to removal of material for embankment purposes.

3.13 BUILDINGS AND STRUCTURES

- A. Excavation.
 - 1. All excavation for buildings and structures shall be performed in the dimensions indicated on the Drawings. If suitable bearing is not encountered at the planned footing or foundation elevations, the excavation shall be carried to such elevations as are approved by the Engineer.
 - 2. Prior to construction of foundations, the excavation shall be inspected by the Engineer and no foundation work shall be started prior to the Engineer's approval of the excavation. Care shall be exercised to avoid excavation below the depths indicated on the Drawings or as directed by the Engineer.
 - 3. Where excavation is made below plan elevation or below elevations directed by the Engineer. Where excavation is made below plan elevation or below elevations directed by the Engineer, through the fault of the Contractor, the excavation shall be restored to the proper elevation in the manner described for backfill below, or the heights of walls or footings shall be increased, as may be directed by the Engineer, at the expense of the Contractor.
- B. Drainage.
 - 1. Grading in the vicinity of structures shall be controlled to prevent water running into excavated areas. Any accumulation of water in excavations shall be removed by pumping or other means at the Contractor's expense.
- C. Backfill.
 - 1. After completion of footings and walls, and the removal of forms, and prior to backfilling, the excavation shall be cleaned of all trash and debris.

2. Backfill material shall consist of the excavation or other materials free from trash, lumbar or other debris. It shall be placed in horizontal layers not exceeding six inches (6") in depth, moistened if required and compacted by hand or mechanical tampers to a density to prevent excessive settlement.

3.14 RESPONSIBILITY FOR CONDITION OF EXCAVATION

- A. The Contractor shall be responsible for the condition of all excavations made by him. All slides and cave-ins shall be removed without extra compensation, at whatever time and under whatever circumstances they may occur.
- B. The failure of the Engineer to order the use of bracing or sheeting or a better quality, grade or section, or larger sizes of steel or timber, or to order sheeting, bracing, struts, or shoring to be left in place, or the failure to give orders or directions as to the manner or methods of placing or driving sheeting, bracing jacks, wales, rangers, or other members, shall not in any way or to any extent relieve the Contractor of any responsibility concerning the condition of excavation or of any of his obligations under the Contract; nor shall any delay, whether caused by any action or want of action on the part of the Contractor, or by any act of the Owner, or his agents, or employees, resulting in the keeping of an excavation open longer than would otherwise have been necessary, relieve the Contractor or from the necessity of properly and adequately protecting the excavation from caving or slipping, nor from any of his obligations under the Contract relating to injury of persons or property, nor entitle him to any claim for extra compensation.

3.15 PROTECTION OF PROPERTY AND STRUCTURES

- A. The Contractor shall, at his own expense, sustain in their places, and protect from direct or indirect injury, all pipes, tracks, walls, buildings, and other structures or property in the vicinity of his work, whether above or below the ground, or that may appear in the excavation. He shall at all times have a sufficient quantity of timber and plank, chains, ropes, trench boxes, and other material and equipment, on the ground and shall use them as necessary for sheeting his excavations and for sustaining or supporting any structures that are uncovered, undermined, endangered, threatened or weakened.
- B. The Contractor shall take all risks attending the presence of proximity of pipes, poles, tracks, walls, buildings, and other structures and property, of every kind and description, in or over his excavation, or in the vicinity of his work, whether above or below the surface of the ground; and he shall be responsible for all damages and assume all expense for direct or indirect injury, caused by his work, to any of time, or to any person or property by reason of injury to them, whether such structures are not shown on the Drawings.
- C. Where necessary, in order to keep one side of the street or roadway free from any obstruction or to keep the material piled alongside the excavation from falling on private

property outside the right of way, a safe and suitable fence shall be placed alongside the excavation.

- D. In the event of encountering quicksand, subsurface streams or similar dangerous contingencies, or where passing especially heavy building or any structures which by their construction or position might bring a great pressure upon the excavations the right is reserved by the Engineer to direct that such buildings, or structures, shall be underpinned, or supported and protected, or that special sheeting shall be driven in such a manner and to such depth, as may be directed, or that only a short length of excavation shall be opened at one time; and furthermore, if necessary, that the excavation shall be securely sheeted and braced on all sides, after the manner of a shaft, and that the permanent work shall be constructed in the same manner and the shaft backfilled before another opening is made. Any work done as above directed shall be at the cost and expense of the Contractor.
- E. The Engineer reserves the right under such conditions to stop the excavation or any other part of the work, and to require the Contractor to complete the structure and the backfilling up to such a point as the Engineer may direct before proceeding further with the excavation; and the Contractor shall not thereby become entitled to demand or to receive any allowance or compensation, other than an extension of the contract time for as many days as the Engineer may determine that the work was delayed by such stoppage.

3.16 OBSTRUCTION SHOWN ON DRAWINGS

- A. Certain information regarding the reputed presence, size, character, and location of existing underground structures, pipes and conduits has been shown on the Contract Drawings. There is no certainty of the accuracy of this information. The location of underground structures shown may be inaccurate and other obstructions not shown may be encountered.
- B. The Contractor hereby distinctly agrees that the Owner is not responsible for the correctness or sufficiency of the information given; that in no event is this information to be considered as a part of the Contract; that he shall have no claim for delay or extra compensation on account of incorrectness of information given, or on account of the insufficiency or absence of information regarding obstructions either revealed or not revealed by the Drawings; and that he shall have no claim for relief from an obligation of responsibility under the Contract, in case the location, size or character of any pipe or other underground structure is not as indicated on the Drawings; or in case any pipe or other underground structure is encountered that is not shown on the Drawings.
- C. The Contractor is solely and completely responsible for contacting utility providers and locating services to field locate existing utilities 48 hours in advance of his activities. If inadequate locations are made, or if hand-digging of "test holes" is deemed necessary, this

shall be accomplished and affected by the Contractor at no additional expense to the Owner.

3.17 REMOVAL OF OBSTRUCTIONS

- A. Should the position of any pipe, conduits, pole, or other structures, above or below the ground be such as, in the opinion of the Engineer, to require its removal, realignment, or change due to work to be done under the Contract, the work of removal, realignment, or change will be done as extra work, or will be done by the Owner of the obstructions, without cost to the Contractor; but the Contractor shall uncover and sustain the structures, at his own expense, before such removal and before and after such realignment or change as constituting part of the Contract; and the Contractor shall not be entitled to any claim for damage or extra compensation on account of the presence of said structure, or on account of any delay in the removal or rearrangement of the same.
- B. The Contractor shall, without extra compensation, break through and reconstruct, if necessary, the invert or arch of any sewer, culver, or conduit that may be encountered, if the said structure is in such a position that in the judgment of the Engineer, as not to require its removal, realignment or complete reconstruction.
- C. The Contractor shall not interfere with any persons, firms or corporations, or with the Owner in protecting, removing, changing, or replacing their pipes, conduits, poles, or other structures; but he shall suffer said persons, firms, or corporations, or the Owner to take all such measures as they may deem necessary or advisable for the purpose aforesaid, and the Contractor shall thereby be in no way relieved of any of his responsibilities under this Contract. At railway or railroad track crossings or paralleling, any expense to which the Owner of the trackage is put in shoring up tracks, or in maintaining traffic, shall be borne by the Contractor, whether the same is billed directly to him, or the Owner. Should any such bill be unpaid by the Contractor, before final payment under the Contract is made, the Owner shall be empowered to pay said bill and retain the amount thereof, from any monies due, or to become due the Contractor.
- D. Except where trees are in rights-of-way, in immediate proximity to the excavation, they shall not be cut down except by authorization of the Engineer and the Contractor shall have no claim for the extra compensation owing to the fact that he may be required to excavate by hand, or tunnel in the vicinity of trees that may be left standing.

3.18 CHANGE OF EXCAVATION LOCATION

- A. In case the Engineer shall direct that the location of a trench or other excavation be changed from that shown on the Drawings, on account of the presence of an obstruction, or from other cause, or if a changed location shall be authorized upon the Contractor's request, the Contractor shall not be entitled to extra compensation, or to a claim for

damage, provided that the change is made before the excavation is begun. If, however, such change, made at the direction of the Engineer, involves the abandonment of excavation already made, such abandoned excavation, together with the necessary refill, will be classed as miscellaneous excavation. In the event that the excavation is abandoned in favor of a new location, at the Contractor's request, the abandoned excavation and refill shall be at the Contractor's expense.

- B. Minor changes in alignment of pipe or other structures to accommodate the actual location of existing facilities shall be considered typical of construction activities and no additional compensation will be made for changes of this nature.

3.19 CLEANUP

- A. As the trenches are filled in and the work completed, the Contractor shall immediately and at his own cost and expense remove and dispose of all surplus earth, stone or other material from the work, in such manner and at such point or points, as he may select or provide, subject to the approval of the Engineer; or he may deposit the same, either with or without rehandling, at any point or points on the line of the work covered by the Contract, if so directed by the Engineer; and shall leave all roads, sidewalks and other places free, clear and in good order. In case the Contractor shall fail or neglect to do so, or to make satisfactory progress in doing so within twenty-four (24) hours after the receipt of a written notice from the Engineer, the Owner may remove such surplus material and clear the roadways, sidewalks and other places, and the cost of said work shall be charged to the Contractor and deducted from any monies due or to become due him under the Contract.
- B. All surplus earth or other material wasted on public property shall be evenly spread and left in a neat and smooth condition. All removed materials shall become the property of the Owner, if they so desire. If the Owner does not want the removed materials, surplus materials will be removed by the Contractor at no extra cost to the Owner.
- C. As soon as the trenches are refilled, all surplus earth, sand or rubbish shall be removed and kept removed to a point not more than two hundred feet (200') from the head of the open trench, unless otherwise authorized by the Engineer.

3.20 MAINTENANCE OF BACKFILLED TRENCH SURFACES

- A. The Contractor shall crown to such height, as directed by the Engineer, the top of all backfilled trench excavations. The Contractor shall also maintain these crowned surfaces to the satisfaction of the Engineer, without additional compensation, from the time of crowning operation to and including a period of eight (8) months beyond date of a Certificate of Completion of the work under this contract.

- B. The Contractor shall be responsible for any injury or damage resulting from lack of required trench maintenance during the prescribed maintenance period. If the Contractor does not satisfactorily provide specified maintained surfaces or begin repairs of such surfaces when needed, within twenty-four (24) hours after written notice from the Engineer, such work may be done by the Owner and the cost thereof charged against the Contractor.

END OF SECTION

SECTION 31 23 19
DEWATERING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. Scope: In general, the work specified in this section of the specifications shall consist of supplying labor, materials, and plant, and performing all work necessary to lower and control the groundwater levels and hydrostatic pressures to permit all excavations and construction specified under this Contract to be performed in the dry.
- B. Examination of Site: The Contractor shall take all steps that he considers necessary to familiarize himself with the site conditions, the ground conditions and the groundwater conditions. It is expressly understood that neither the Owner nor the Engineer will be held responsible for any interpretations or conclusions drawn by the Contractor.

PART 2 - PRODUCT

2.01 METHOD AND EQUIPMENT

- A. The Contractor may use any dewatering method he deems feasible so long as it results in working in the dry and in stable soil conditions. It is the intent of these specifications that an adequate dewatering system be installed to lower and control the groundwater in order to permit excavation, construction of the structures, construction of pipelines, and the placement of the fill materials, all to be performed under dry conditions. The dewatering system shall be adequate to pre-drain the water-bearing strata above and below the bottom of the foundations, the drains, the sewers and all other excavations. An adequate weight of fill material shall be in place prior to discontinuing operation of dewatering to prevent buoyancy of the structure.

PART 3 - EXECUTION

3.01 GENERAL

- A. The Contractor shall be solely responsible for the arrangement, location and depths of the dewatering system necessary to accomplish the work described under this section of the specifications. The dewatering shall be accomplished in a manner that will reduce the hydrostatic head below any excavation to the extent that the water level and piezometric water levels in the construction area are below the prevailing excavation surface; will prevent the loss of fines, seepage, boils, quick conditions, or softening of the foundation strata; will maintain stability of the sides and bottom of the excavation; and will result in all construction operations being performed in the dry.

- B. Disposal of Water: The Contractor shall promptly dispose of all water removed from the excavations in such a manner as will not endanger public health, damage public or private property, or affect adversely any portion of the work under construction or completed by him or any other Contractor. Contractor shall obtain written permission from the Owner of any property involved before digging ditches or constructing water courses for the removal of water.
- C. Siltation and Erosion:
1. The Contractor shall take steps and make suitable provisions to minimize siltation and erosion which may result from, or as a result of, his operations during the course of construction of this project.
 2. The methods and provisions utilized by the Contractor to minimize siltation and erosion shall be approved by the Engineer and shall be in conformance with current Florida Department of Environmental Protection and St. Johns River Water Management District practices and regulations.
- D. Inadequate System: If the dewatering requirements are not satisfied due to inadequacy or failure of the dewatering system, then loosening of the foundation strata, or instability of the slopes, or damage to the foundations or structures may occur. The supply of all labor, materials, and plant, and the performance of all work necessary to carry out additional work for reinstatement of the structures of foundation soil resulting from such inadequacy or failure shall be undertaken by the Contractor to the approval of the Engineer, and at no additional expense to the Owner.

END OF SECTION

SECTION 32 92 00
TURF AND GRASSES

PART I - GENERAL

1.01 WORK INCLUDED

- A. The work specified in this section consists of grassing, or of grassing and mulching on slopes, shoulders and other areas. The work of grassing shall include seeding and fertilizing; also watering as required. Any of the items of work covered by this section may be eliminated from the contract, at the discretion of the Engineer. Sodding is included herewith and shall conform to the lines and grades as shown on the plans.

PART II - MATERIALS AND EQUIPMENT

2.01 MATERIALS AND EQUIPMENT

- A. The materials used for the work in this section shall conform to the requirements hereinafter specified.

2.02 SOD

- A. Sod shall be well matted with roots. St. Augustine shall be used in residential areas. Bahia shall be used in the right-of-way areas, not covered by St. Augustine grass.
- B. The sod shall be taken up in commercial-size rectangles, preferably 12-inch by 12-inch, except where 6-inch strip sodding is called for.
- C. The sod shall be sufficiently thick to secure a dense stand of live grass. 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 approved by the Engineer before placing.
- D. Source Requirements for Sod and Mulch. No mulch material or sod shall be used which is not certified as being free of the imported fire ant, and before any mulch or sod is brought to the project, the Contractor will be required to furnish the Engineer a written certification and clearance, from pest control officials of either the State or the Federal Department of Agriculture, verifying that the materials are being obtained from an area outside of the zone of quarantine of the imported fire ant, or that they are free of the imported fire ant.

2.03 WATER

- A. The water used in the grassing operations may be obtained from the reclaimed water system.
- B. The water shall be free of excess and harmful chemicals, acids, alkalis, or any substance which might be harmful to plant growth or obnoxious to traffic.
- C. Salt water shall not be used.

2.04 EQUIPMENT

- A. Fertilizer Spreader
 - 1. The device for spreading dry fertilizer or for spraying liquid fertilizer shall meet the approval of the Engineer.
- B. Seed Spreader.
 - 1. The seed spreader shall be an approved mechanical head spreader or other approved type of spreader and may be integral with the cultipacker roller equipment specified below.
- C. Equipment for Cutting Mulch into Soil.
 - 1. The mulching equipment shall be a rotovator, or other equipment determined by the Engineer to be equally suitable for cutting the specified materials uniformly into the soil and to the required controlled depth.
 - 2. Harrows will not be allowed.
- D. Rollers
 - 1. A cultipacker, traffic roller, or other roller approved by the Engineer, will be required for rolling the grassed and mulched areas.
- E. Water-Metering Devices
 - 1. The vehicle used for applying the water to the grassed areas shall be equipped with an approved metering device installed at such point on the vehicle as to measure the water at the time of its being applied to the grassed areas.

PART III - EXECUTION

3.01 TIME OF BEGINNING OPERATIONS

- A. Whenever a suitable length of roadway is completed and ready for planting the Contractor shall, if directed by the Engineer, proceed at once with the planting of the available shoulder or embankment areas.

3.02 WEATHER AND SOIL LIMITATIONS

- A. Fertilizing, seeding or mulching operations will not be permitted when wind velocities exceed 15 miles per hour.
- B. Seed shall be sowed only when the soil is moist and in proper condition to induce growth.

3.03 SOIL MANIPULATION

- A. All soil manipulation shall be done at right angles to the direction of slope.

3.04 WATERING

- A. The soil shall be maintained in a moist condition for a period of at least two weeks after the planting.

3.05 APPLYING AND MIXING FERTILIZER

A. Rate of Application

1. At the Contractor's option either dry or liquid commercial grade fertilizer may be used.
2. The rate of application for dry fertilizer shall be 800 to 1000 pounds per acre, with application in the upper range for sandy soils in the lower range for loamy soils. The exact rate will be set by the Engineer.
3. Liquid fertilizer shall be applied at an equivalent rate which will provide the same amount of plant food as required for dry fertilizer (or at approximately 74 to 92 gallons per acre).

B. Application

1. The fertilizer shall be spread or sprayed uniformly over the area to be grassed by use of the approved distributing device, except that on steep slopes or other areas where machine-spreading may not be practicable, spreading may be done by hand or by hose if the Engineer so directs.

2. Immediately after dry fertilizer is spread, it shall be harrowed in and mixed with the soil to a depth of approximately four inches.
3. When liquid fertilizer is sprayed, the soil, if dry, shall be moistened by sprinkling before the liquid fertilizer is applied not later than seven days after the seed is in place.

3.06 MULCHING

A. When Dry Mulch is Used:

1. When mulching is called for, approximately two inches, loose thickness, of the straw or hay material shall then be applied uniformly over the grassing area, and the mulch material cut into the soil with the equipment specified, so as to produce a loose mulch thickness of three to four inches.
2. Care shall be exercised so that the materials are not cut too deeply into the soil.

B. When Green Mulch is Used:

1. When green mulch is used, the green mulch shall be incorporated into the soil not later than two days after being cut, and not artificial watering shall be done before the mulch is applied.
2. It shall be spread in a layer of approximately two inches loose thickness, and cut into the soil with the equipment specified.
3. The material shall not be cut too deeply into the soil.

3.07 SEEDING

- #### A.
- Soon after the mulch material has been cut into the soil, and while the soil is still loose and moist, the seed shall be scattered uniformly over the grassing area.

The rate of spread for the seed shall be as follows:

1. Where mulching is not called for, or where dry mulch is used, the rate shall be 60 pounds per acre. In the period from March 15 to October 15 the seed mixture shall be 30 pounds of Bahia and 30 pounds of Bermuda. In the remainder of the year, the mixture shall be 20 pounds each of Bahia, Bermuda and rye seed.
2. When green mulch is used, the required rate of spread shall be reduced to 45 pounds per acre, because of the faster growing rate of the green mulch as

compared with that of the seeds. The seed mixture shall be 22-1/2 pounds of Bahia and 22-1/2 pound of Bermuda, except that in the period October 15 to March 15 the mixture shall be 15 pounds each of Bahia, Bermuda and rye grass seed.

3. Seeding may be done in conjunction with the rolling if the equipment used is designed for that purpose.
4. Rolling. Immediately after completion of the seeding, the entire grassed or mulched area shall be rolled thoroughly with the equipment specified. At least two trips over the entire area will be required.

3.08 SODDING

- A. Wherever sodding is indicated on the plans, it shall include all of the requirements of this section except "Mulching".

3.09 MAINTENANCE

- A. The Contractor shall be responsible for keeping the ground moist by watering until an acceptable stand of grass is grown. He will also be required to repair at his own expense any damage due to washouts, erosion or other causes which might occur prior to final acceptance of this work.

END OF SECTION

SECTION 33 01 00
OPERATION AND MAINTENANCE OF UTILITIES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: The work included in this Section consists of furnishing all labor, equipment and materials and in performing all operations necessary for the construction or installation of all process and utility piping, valves, valve boxes and all castings and appurtenances within, complete and ready for operation as shown on the Drawings and specified herein.
- B. RELATED WORK SPECIFIED ELSEWHERE
 - 1. Section 31 23 00: Excavation and Fill

1.02 QUALITY ASSURANCE

- A. Construction Requirements:
 - 1. All underground lines shall be installed with at least 30 inches of cover or as detailed on the drawings.
 - 2. For underground utilities changes in pipe alignment and use of fittings may be allowed, subject to approval of the Engineer as to layout. Deflection shall not exceed 80 percent of the maximum allowable deflection as stated in the pipe manufacturer's installation instructions.
- B. Pipe Inspection:
 - 1. The Contractor shall obtain from the pipe manufacturers a certificate of inspection to the effect that the pipe and fittings supplied for this Contract have been inspected at the plant and that they meet the requirements of these specifications. Certification shall be stamped with corporate seal.
 - 2. All pipe and fitting shall be subject to visual inspection at time of delivery by rail or truck and also just before they are lowered into the trench to be laid. Joints or fittings that do not conform to these specifications will be rejected and must be removed immediately by the Contractor.
 - 3. The entire product of any plant may be rejected when, in the opinion of the Engineer, the methods of manufacture fail to secure uniform results, or where the materials used are such as to produce inferior pipe or fittings.

1.03 SUBMITTALS

A. Shop Drawings:

1. In general, electronic copies of the following, but not limited to, shop drawings shall be submitted to the Engineer for approval prior to construction. Shop drawings to be numbered sequentially. Cover transmittal sheets to include project name, shop drawing numbers, shop drawing description and spec section(s).
 - a. Mill test certificates or certified test reports on pipe and fittings
 - b. Details of restrained and flexible joints
 - c. Valve vaults
 - d. Valve boxes
 - e. All gate, plug, ball, solenoid, check valves, and automatic air release valves
 - f. Couplings
 - g. Service saddles, curb, & corp stops.
 - h. Flexible expansion joints
 - i. Pressure gauges
 - j. Identification tape
 - k. Joint lubricant
 - l. Detailed piping layout drawings and pipe laying schedule
 - m. Temporary plug and anchorage system for hydrostatic pressure test
 - n. Tie rods
 - o. Reduces pressure backflow preventers.
2. A separate shop drawing submittal will be required for each major item listed above and for each different type of an item within a major item. For example, separate submittals will be required for gate, plug, ball, solenoid, check and automatic air release valves. All submittals shall be in accordance with the General Conditions and the Supplementary Conditions.

B. Acceptance of Material:

1. The Contractor shall furnish an Affidavit of Compliance certified by the pipe manufacturer that the pipe, fittings and specials furnished under this Contract comply with all applicable provisions of current AWWA and ASTM Standards and

these Specifications. No pipe or fittings will be accepted for use in the work on this project until the Affidavit has been submitted and approved by the Engineer.

2. The Owner reserves the right to sample and test any pipe or fitting after delivery and to reject all pipe and fittings represented by any sample which fails to comply with the specified requirements.

C. Operation and Maintenance Manuals:

1. Submit copies of operation and maintenance manuals for all the items requiring routine maintenance.

1.04 DELIVERY, STORAGE AND HANDLING

- A. During shipping, delivering and installing pipe, fittings, valves, backflow preventers, and accessories, they shall be handled in such manner as to ensure a sound undamaged condition.
- B. Particular care shall be taken not to damage the pipe coating.
- C. Insides of valves and backflow preventers shall be kept free of dirt and debris.

1.05 JOB CONDITIONS

A. Water in Excavation:

1. Water shall not be allowed in the trenches while underground pipes are being laid and/or tested. The Contractor shall not open more than 100' of trench than the available pumping facilities are able to dewater to the satisfaction of the Engineer. The Contractor shall assume responsibility for disposing of all water so as not to interfere with the normal drainage of the territory in which he is working.
2. In no case shall the pipelines being installed be used as drains for such water, and the ends of the pipe shall be kept properly and adequately plugged during construction by the use of approved stoppers and not by improvised equipment. All necessary precautions shall be taken to prevent the entrance of mud, sand, or other obstructing matter into the pipelines. If on completion of the work any such materials have entered the pipelines, it must be cleaned as directed by the Engineer so that the entire system will be left clean and unobstructed.

PART 2 - PRODUCTS

2.01 DUCTILE IRON PIPE AND FITTINGS

- A. Ductile Iron Pipe: Ductile iron pipe shall conform to the requirements of ANSI/AWWA C150/A21.50, latest revision. The minimum thickness class for all pipe greater than 12" diameter shall be pressure Class 250, and all pipe 12" or less in diameter shall be pressure Class 350.

Pipe shall have a minimum rated water working pressure of 250 psi and shall be furnished in laying lengths of 20 feet or less, unless specifically shown otherwise on the Drawings. The pipe shall be lined and coated as specified below.

1. Interior Lining for Raw Activated Sludge (RAS), Sludge Lines and Force Mains: Ductile iron fittings and specials shall be coated with 40 mils nominal dry film thickness of Protecto 401 or approved equal in accordance with the manufacturers recommended actions.
 2. Interior Lining for Potable and Reclaimed Water Piping: Ductile iron pipe, fittings and specials shall be cement lined in accordance with ANSI/AWWA C104, current revision, "Cement-Mortar Lining for Ductile Iron and Gray Iron Pipe and Fittings for Water". The cement lining shall have a standard thickness and after curing the lining shall have a seal coat of bituminous material in accordance with ANSI/AWWA C104, current revision.
 3. Exterior Coatings: The exterior of ductile iron pipe fittings and specials to be installed underground shall be coated at the factory with standard bitumastic coating.
 4. Polyethylene Encasement: Where indicated the Contractor shall utilize polyethylene encasement in accordance with ANSI/AWWA C105-T1. The polyethylene shall conform with ASTM D-1248-68 and be color coded to the service application.
 5. Ductile iron pipe, fittings and specials to be installed aboveground shall be furnished with a shop applied primer on the exterior. The shop primer shall be as specified in accordance with manufacturers recommendations.
- B. Fittings: Fittings for ductile iron pipe shall be either mechanical joint, restrained joint or flanged joint as indicated on the Drawings and shall have a minimum working pressure of 250 psi. Fittings shall be ductile iron and shall conform to ANSI/AWWA C110, ANSI/AWWA C111 and ANSI/AWWA C153, latest revisions for flanged and mechanical joint pipe. Fittings shall be coated and lined as specified above for ductile iron pipe. The rubber gaskets for flanged, mechanical, and push on joints shall be as described below.
- C. Push-On Joints: Pipe using push-on joints shall be in strict accordance with ANSI/AWWA C111, latest revision and shall be as manufactured by American Cast Iron Pipe Company (Fastite Joint), United States Pipe Company (Tyton Joint), or Clow Corporation (Super Bell

Tite Joint). Jointing materials shall be provided by the pipe manufacturer and installation shall be in strict accordance with the manufacturer's recommended practice.

- D. Mechanical Joints: Jointing materials for mechanical joints shall be provided by the pipe and fitting manufacturer. Materials assembly and bolting shall be in strict accordance with ANSI/AWWA C111 and ANSI/AWWA C153, latest revisions. Tee head bolts and nuts for mechanical joints shall be manufactured of CORTEN, high strength, low alloy, corrosion resistant steel as manufactured by NSS Industries, Plymouth, Michigan or an equal approved by the Engineer.
- E. Flanged Joints: Flanges shall be American Standard for 125 pound steam pressure with any special drilling and tapping as required to insure correct alignment and bolting. Gaskets shall be rubber full face type, minimum thickness of 1/8 inch. Flanged joints shall be made with bolts and nuts, studs with a nut on each end, or studs with nuts where the flange is tapped.

The number and size of bolts shall conform to the same American National Standard as the flanges. Unless noted otherwise, bolts and nuts shall be Grade B conforming to the ASTM Specifications for Steel Machine Bolts and Nuts and Tap Bolts, Designation A 307. Bolts and studs shall be of the same quality as machine bolts. Bolts and nuts shall have hexagonal heads. Where noted on the Drawings or where flanges are underground, stainless steel nuts and bolts shall be used for flanges. Stainless steel shall be Type 316 in accordance with ASTM A320, Class 2.

1. Machined Surfaces: Machined surfaces shall be cleaned and coated with a suitable rust preventative coating at the shop immediately after being machined.
- F. Restrained Joints: Restrained joints shall be provided for all buried piping systems at the location required to restrain the system thrust. Pipe joints and fitting shall be restrained as specified below.
1. Manufactured Restrained Joints: Manufactured restrained joints shall be Flex-Ring, Lok-Ring or Lok-Fast manufactured by the American Cast Iron Pipe Company, Lok-Tyte or Tr-Flex Type manufactured by the United States Pipe Company as manufactured by McWane, or an equal approved by the Engineer. Joints shall be manufacturer's standard specifically modified push-on type joints with joint restraint provided by ductile iron retainer rings joined together by corrosion resistant, high strength steel tee head bolts and nuts or with joint restraint provided by a welded on retainer ring and a split flexible ring assembled behind the retainer ring.

Restrained joint pipe and fittings shall be ductile iron only and shall comply with applicable portions of this specification. Manufactured restrained joints shall be capable of deflection during assembly.

Deflection shall not exceed 80 percent of the manufacturer's recommendations.

Tee head bolts and nuts for restrained joints shall be manufactured of CORTEN, high strength, low alloy, corrosion resistant steel as manufactured by NSS Industries, Plymouth, Michigan, or an equal approved by the Engineer.

2. Alternate Restrained Joints:

- a. When prior approval is obtained from the Engineer, ductile iron pipe and fittings with mechanical joints may be restrained using a follower gland which includes a restraining mechanism. When actuated during installation, the restraining device shall impart multiple wedging action against the pipe wall which increases resistance as internal pressure in the pipeline increases. The pipe must be suitable for use with the proposed device.

The joint shall maintain flexibility after installation. Glands shall be manufactured of ductile iron conforming to ASTM A536 and restraining devices shall be of head treated ductile iron with a minimum hardness of 370 BHN. The gland shall have standard dimension and bolting patterns for mechanical joints conforming to ASNI/AWWA C111 and C153, latest revisions.

Tee head bolts and nuts shall be manufactured of corrosion resistant, high strength, low alloy CORTEN steel in accordance with ASTM A242.

The restraining wedges shall have twist off nuts to insure proper torquing. The mechanical joint restraint device shall have a minimum working pressure rating of 250 psi with a minimum safety factor of 2 to 1 and shall be MEGALUG^R as manufactured by EBBA Iron, Inc.. No other retainer gland type device will be acceptable. After installation prior to backfilling, all parts of the joint restraint system shall be coated with coal tar epoxy equal to Kop-Coat Bitumastic No. 300-M.

- b. When prior approval is obtained from the Engineer, ductile iron pipe and fittings with push on joints may be restrained using a restraining gasket similar to the "Field Lok" gasket manufactured by U.S. Pipe & Foundry. The device must be suitable for the pipe and pressure rating intended and is subject to approval by the Engineer. The required length of restrained joint pipe shall be provided on either side of all valves and fittings employing restraining devices.

Restrained lengths shall be calculated per DIPRA standards based on Type II laying conditions and an operating pressure of 150 psi, unless otherwise indicated.

2.02 POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS

- A. Gravity Drainage Piping: PVC pipe used for gravity drainage piping installed underground shall be SDR 26 pipe.
- B. Small PVC Pressure Piping: Unless otherwise specified, all PVC pressure pipe smaller than 4 inches nominal diameter shall be Schedule 80 PVC or Endot Endpure HDPE, (as shown). Schedule 80 pipe shall have either solvent welded or threaded joints. PVC pressure pipe shall bear the approved seal of the National Sanitation Foundation (NSF). PVC pipe that is exposed to sunlight shall be manufactured with additives to provide resistance to ultraviolet deterioration. No glued joint pipe shall be installed below ground, unless other specified. All water pipe to be Class 200 (DR 21) gasketed bell and spigot pipe blue in color.
- C. Fittings: Socket type, solvent welded fittings for Schedule 80 PVC pipe shall be in conformance with ASTM D2467. Threaded type fittings for Schedule 80 PVC pipe shall be in conformance with ASTM D2464. All solvent welded or threaded joints shall be watertight.
- D. Flanges: Flanges for Schedule 80 PVC pipe shall be rated for a 150 psi working pressure with ANSI B16.1 dimensions and bolting pattern. Flanges shall be connected to PVC piping with either solvent welded or threaded joints in accordance with ASTM D2467 or ASTM 2464, respectively. Gaskets shall be neoprene, full faced type with a minimum thickness of 1/8 inch. Nuts and bolts shall be hexagonal with machine threads, manufactured of Type 316 stainless steel in accordance with ASTM A320, Class 2. Type 316 stainless steel flat washers with lock washers shall be used against PVC flanges.
- E. Solvent Cement: PVC solvent cement shall be in compliance with ASTM D2564 and in accordance with the pipe manufacturer's recommendations.
- F. Thread Lubricant: Lubricant for Schedule 80 threaded joints shall be Teflon tape only.
- G. Polyvinyl Chloride Pipe 4 Inches and Larger in Size for Pressure Service: Polyvinyl chloride pipe for nominal diameters 4 inches to 12 inches in size shall conform to the requirements of AWWA C900 with a dimension ratio of DR 18, pressure class 150, and gasketed integral bell ends. For PVC pipe larger than 12 inches for pressure service, the pipe shall conform to the requirements of AWWA C-905 with a minimum DR of 25, pressure rating of 165 psi, with gasketed integral bell ends. Pipe shall be designed for maximum working pressure of not less than 150 psi and with not less than a 4 to 1 sustained hydrostatic pressure safety factor. Fittings for C-900 PVC pipe shall be ductile iron fittings

with restrained joint ends for potable water or reclaimed water lines, and restrained PVC fittings for sanitary force mains.

- H. All PVC pipe installed shall be color coded for the service intended. Potable water piping shall be extruded blue, reclaimed water shall be lavender, force main white, and gravity sewer green. Care shall be taken to avoid exposure to sunlight. Pipe should be marked for its use in three places on the pipe barrel.

- I. Joints (4 Inches and Larger PVC Pipe):

1. Bell and Spigot:

Pipe joints shall be made with integral bell and spigot pipe ends. The bell shall consist of an integral thickened wall section designed to be at least as strong as the pipe wall. The bell shall be supplied with factory glued rubber ring gasket with conforms to the manufacturer's standard dimensions and tolerances. The gasket shall meet the requirements of ASTM F477 "Elastomeric Seals (Gaskets) for Joining Plastic Pipe". PVC joints shall be "Ring-Tite" as manufactured by J-M Manufacturing Company, Inc. or an equal approved by the Engineer.

2. Restrained Joints:

Where indicated on Drawings, to prevent pipe joints and fittings from separating under pressure, pipe joints and fittings shall be restrained as follows:

- a. PVC pipe bell and spigot joints shall be restrained with EBBA Iron MEGALUG^R Series 1500 Restrainer or an equal approved by the Engineer. The restraining device and Tee head bolts shall be manufactured of high strength ductile iron meeting ASTM A536, Grade 65-42-10. Clamping bolts and nuts shall be manufactured of corrosion resistant high strength, low alloy CORTEN steel meeting the requirements of ASTM A242.
- b. Cast iron mechanical joint fittings used with PVC pipe shall be restrained with the EBBA Iron MEGALUG^R Series 2000 PV Restrainer or an equal approved by the Engineer. The restraining device and Tee head bolts shall be manufactured of high strength ductile iron meeting ASTM A536, Grade 65-42-10. Clamping bolts and nuts shall be manufactured of corrosion resistant high strength, low alloy CORTEN steel meeting the requirements of ASTM A242.
- c. Thrust Blocking. Provided concrete reaction or thrust backing on all pressure pipe lines four (4) inches in diameter or larger (except those having flanged joints or restrained joints) at all tees, plugs, caps, and at

bends defecting 222E or more, or movement shall be prevented by attaching suitable metal rods or straps as directed by the Engineer. Concrete used for this purpose shall be Class "C". Reference reaction blocking table shown on construction plan details.

- d. Joint restraint. Push on joints on either side of valves and fittings restrained by mechanical restraining devices shall be restrained with "Uni-Flange" mechanisms. The number of restrained joints shall be determined by DIPRA methods and a laying schedule shall be provided for approval by the Engineer prior to installation of joint restraint.

2.03 PVC FITTINGS (4 INCHES AND LARGER PVC PIPE)

1. Fittings shall be PVC and manufactured of the same design as the PVC pipe. PVC fittings 4 inches through 36 inches shall be PVC injection molded made of materials meeting or exceeding the requirements of cell class 12454-B material as defined in ASTM D1784. Fittings shall be manufactured with pipe that meets or exceeds AWWA C-905 standard. All PVC fittings must comply with or exceed ANSI/AWWA C907, Uni-B-12, Uni-B-14 standards. All PVC fittings must be certified by CSA to the CSA B137.3 standard as third party certification. The fittings must be of the same design as the PVC pipe with an HDB of 4000 psi and minimum SDR 25 wall thickness design. All fittings must have UL-FM approval, and shall comply with or exceed all ASTM Standards for fittings. Fittings must have NSF-61 certification for contact with potable water. PVC fittings shall be pressure rated to 165 psi or greater.
2. All restrained joint systems shall be pressure rated the same as the PVC pipe and fittings. All components of the restraint system shall meet or exceed all requirements of ANSI/AWWA C-111/A21.11 latest revision. Restraints shall provide a full 360 degree contact on the pipe with sufficient gripping action to secure the clamp to the pipe and be designed so that the restraint action is increased as a result of increases in the line pressure. Restraint devices for PVC pipe and fittings shall consist of split restraint ring installed on the spigot, connected to a split ring which seats behind the gasket race of the fitting. The split restraint ring shall incorporate a series of machined serrations (not "as cast") on the inside diameter to provide positive restraint, exact fit and 360 degree contact and support of the pipe wall. The two halves of the split backup ring shall interlock without the need for additional bolts and shall form a beveled leading edge to assure exact fit behind the fitting gasket race. Restraint devices shall be of ductile iron, ASTM A536, Grade 65-45-12 and connecting bolts shall be of high strength, low alloy material in accordance with ANSI/AWWA C111/A21.11. Restraint devices shall be Uni-Flange 1300 series or other approved restrained joint devices.

2.04 WALL SLEEVES, SEALS, PIPES AND NON-STANDARD CASTINGS

- A. Wall Sleeves: Wall sleeves shall be of cast iron, ductile iron or carbon steel. The sleeve shall be hot dipped galvanized after fabrication and shall have a waterstop located in the center of the wall.

Sleeves shall be provided with seals and shall be sized as required for the installation of seals. Sleeves shall terminate flush with finished surfaces of walls and ceilings, and shall extend 2 inches above the finished floor unless otherwise shown on the Drawings.

1. Wall sleeves shall be installed for all piping passing through building walls and floors, except where noted on the Drawings. Sleeves shall be of sufficient size to pass the pipe without binding. Escutcheons shall be provided at walls and floor to completely conceal the sleeves smaller than 3 inches. Escutcheons shall be 304 SS split-type.
- B. Wall Sleeve Seals: Wall sleeve seals shall be modular mechanical type consisting of interlocking synthetic rubber links shaped to continuously fill the annular space between the pipe and wall sleeve. Links shall be loosely assembled with bolts to form a continuous rubber belt around the pipe with a pressure plate under each bolt head and nut. After the seal assembly is positioned in the sleeve, tightening of the bolts shall cause the rubber sealing elements to expand and provide an absolutely water-tight seal between the pipe and wall sleeve. The synthetic rubber shall be suitable for exposure to sludge and groundwater. Bolts, nuts and hardware shall be 18-8 stainless steel. The seals shall be Link Seal as manufactured by Thunderline Corporation or equal, and the wall sleeve and seal shall be sized as recommended by the seal manufacturer.
- C. Wall Pipes: Wall pipes shall be of the size and types indicated on the Drawings. All wall pipes shall be of ductile iron and shall have a central fin not less than 2 inch thick and the same diameter as the bolting flange cast midway of the length to form a waterstop. Each wall pipe shall be of the same grade, thickness and interior coating as the piping to which it is joined. Those portions of the wall pipes that are buried shall have a coal tar epoxy outside coating.
- D. Non-Standard Fittings and Castings: Fittings having non-standard dimensions and cast especially for this project shall be of an approved design. Fittings shall be manufactured to meet the requirements of the same specifications and shall have the same diameter and thickness as standard fittings but laying lengths and types of ends shall be determined by positions in the pipelines and by the particular piping to which it is connected. Flange facing and drilling shall conform to the 125 pound American National Standards Institute. Where required, flanges shall be drilled and tapped for studs. Other dimensions shall be substantially equal to corresponding parts of standard bell and spigot fittings.

2.05 PIPE COUPLINGS

- A. Couplings:
1. Pipe couplings used to joint two pieces of plain end pipe shall be sized to suit the outside diameter of the pipe ends to be jointed. Transition couplings shall be used to join pipes of different outside diameters. Pipe couplings shall be bolted type

with steel middle ring and end followers. The couplings shall be restrained for the test pressure of line using approved retaining system.

2. All carbon steel parts of the coupling shall be coated on the interior and exterior with a fusion bonded thermosetting epoxy coating with a 12 mil nominal coating thickness. The coating shall be equal to AL-CLAD as manufactured by Dresser Industries, Inc.
3. Gaskets for the coupling shall be wedge type manufactured of Buna-N resilient rubber.
4. Bolts shall be manufactured of high strength Type 304 stainless steel with Type 316 stainless steel hexagonal nuts. Bolts and nuts shall conform dimensionally to ANSI/AWWA C111, latest revision.
5. Couplings shall be Style 38 as manufactured by Dresser Industries, Inc. or an equal approved by the Engineer.

2.06 PVC BALL AND BALL CHECK VALVES

- A. PVC Ball Valves: All PVC ball valves 2 inch through 4 inch in size shall be of a one piece capsule type manufactured of Type 1, Grade 1 PVC. Ball valves shall be true union design with two-way blocking capability and shall have solvent welded socket or NPT threaded ends. Ball valves shall have Teflon seats with Viton backing cushions and Viton O-ring seals, and shall be designed for a 150 psi water working pressure at 120EF. Valves shall be supplied with ABS lever operating handles. PVC ball valves shall be manufactured by Asahi/America, or equal approved by the Engineer.
- B. PVC Ball Check Valves: All PVC ball check valves 1 inch through 2-1/2 inch in size shall be of a solid thermoplastic construction manufactured of Type 1, Grade 1 PVC. Ball check valves shall be true union design with solvent welded socket or NPT threaded ends. Ball check valves shall be furnished with a solid thermoplastic ball. Ball seat shall be Teflon coated Viton. The same seal shall function as both the ball seat and the union seal. PVC ball check valves shall be designed for a 150 psi water working pressure at 120EF. Valves shall be manufactured by Asahi/America, or an equal approved by the Engineer.

2.07 GATE VALVES

- A. Bronze Gate Valves: Gate valves installed aboveground, less than 2 inches in size and smaller, shall be Class 150 all bronze valves conforming to Fed. Spec. WW-V-54d, Type I, Class B designed for a non-shock water pressure of 300 psi. Bronze for valve body and internals shall be in accordance with ASTM B16.18. Valves shall be furnished with screwed ends, handwheel operator, non-rising stem, one-piece solid wedge disc and screwed bonnet. Valves shall be as manufactured by Crane, Powell or an approved equal.

B. Ductile Iron Gate Valves:

1. Ductile iron gate valves shall open by turning to the left (counter-clockwise), when viewed from the stem. When fully open, gate valves shall have a clear waterway equal to the nominal diameter of the pipe. Operating nut or hand wheel shall have an arrow cast in the metal indicating the direction of opening. Each valve shall have the manufacturer's distinctive marking, pressure rating and year of manufacture cast in the body. Prior to shipment from the factory, each valve shall be tested by applying to it a hydrostatic pressure equal to twice the specified working pressure. Hydrostatic and leakage tests shall be conducted in strict accordance with ANSI/AWWA C509, latest revisions.
2. Gate valves with nominal sizes from 2 to 24 inches shall conform to ANSI/AWWA C509, latest revision, and shall be designed for a minimum working pressure of 250 psi. Valves shall be ductile iron body resilient seat type with O-ring stem seals. The valve stem, stem nut, glands and bushings shall be manufactured of zinc free bronze. Valve disc shall be constructed to assure uniform seating pressure between disc seat ring and body seating surface. Resilient seat of valve shall be formed by a special corrosion and chloramine resistant, synthetic elastomer which is permanently bonded to and completely encapsulates a ductile iron valve disc. Interior of valve body shall be coated with a fusion bonded, thermosetting epoxy coating in accordance with AWWA C550, latest revision. Coating shall be holiday free with a minimum thickness of 12 mils. Surfaces shall be clean, dry and free from rust and grease before coating. Exterior surfaces shall be coated as specified hereinafter. Resilient seated type gate valves shall be as manufactured by U.S. Pipe or equal.
3. Valve Joints: All gate valves shall have either mechanical joint, restrained joint or flanged ends to fit the pipe run in which they are to be used. Gate valves installed on push on joint pipe shall have mechanical joint ends unless otherwise specified.
4. Valve Operators: Gate valves shall open left (counter-clockwise) when viewed from the stem. Unless otherwise shown on the Drawings or specified herein, gate valves shall have non-rising stems. Buried gate valves shall be furnished with a 2 inch square AWWA standard nut operator with a valve box and cover. Gate valves located aboveground or inside structures shall be furnished with a handwheel operator which shall have an arrow cast in the metal indicating the direction of opening. Gate valves used as isolation valves for reduced pressure backflow preventers shall be of the open screw and yoke (OS&Y) design with a handwheel operator.
5. Exterior Valve Coatings: All exterior surfaces of iron body gate valves shall be clean, dry and free from rust and grease before coating. For buried service, the exterior ferrous parts of all valves shall be coated at the factory with coal tar epoxy with a minimum total finish dry film thickness of 20 mils.

Prior to backfilling, all uncoated units, bolts, glands, rods and other parts of joints shall be coated in the field with coal tar epoxy equal to Kop-Coat Bitumastic No. 300-M. For valves installed aboveground, the exterior ferrous parts of all valves shall be shop primed at the factory with one coat, minimum dry film thickness 1.5 mils, of a primer with rust-inhibitive pigments and synthetic resins. Following installation, aboveground valves shall be finish painted in accordance with manufactures recommendations.

2.08 PINCH CHECK VALVES

- A. Valves are to be of the flow operated check type with flanged joint ends on both check sleeve and metal body. Port areas shall be 100% of the mating pipe port area. The port area shall contour down to a duckbill which shall allow passage of flow in one direction and prevent reverse flow in the other direction. The flexible duckbill sleeve shall be one piece rubber construction with fabric reinforcement. The flange shall be drilled to ASNI B16.1, Class 125/ANSI B16.5 Class 150 standard. Valve body shall be drilled and tapped for flushing connection on top and bottom of the housing. Valve body shall be two piece split body construction. The two halves shall be sealed by diamond shaped cross section rubber gaskets permanently locked by a groove cast in the valve body. Company name and location shall be cast onto the valve body. The valve shall be designed for a maximum back pressure of 100 psi. The valve shall be red valve series 33 or equal.
- B. Interior Valve Coating: Prior to shipment from the factory, the interior ferrous surfaces of the valve, except for finished, non-ferrous or bearing surfaces, shall be coated with a fusion bonded, thermosetting epoxy coating in accordance with AWWA C550, latest revision. Coating shall be holiday free with a minimum thickness of 12 mils. Surfaces shall be clean, dry and free from rust and grease before coating.
- C. Exterior Valve Coating: All exterior surface of swing check valves shall be clean, dry and free from rust and grease before coating. For valves installed in below ground valve vaults, the exterior ferrous parts of all valves shall be coated at the factory with coal tar epoxy with a minimum total finish dry film thickness of 20 mils. Following installation, all uncoated nuts, bolts, glands, rods and other parts of joints shall be coated in the field with coal tar epoxy equal to Kop-Coat Bitumastic No. 300-M. For valves installed aboveground, the exterior ferrous parts of all valves shall be shop primed at the factory with one coat, minimum dry film thickness 1.5 mils, of a primer with rust-inhibitive pigments and synthetic resins. Following installation aboveground valves shall be finish painted in accordance with manufacturer's recommendations.

2.09 PLUG VALVES

- A. General: Plug valves shall be non-lubricated eccentric type with flanged or mechanical joint ends as specified below. Valves shall open by turning to the left (counter-clockwise), when viewed from the stem. Port area of valves shall be a minimum of 80 percent of full pipe area. Valve pressure ratings, body flanges and wall thicknesses shall be in full

conformance with ASNI B16.1, latest revision. Valves shall seal leak-tight against full rated pressure in both directions. Prior to shipment from the factory, each valve shall be hydrostatically tested as follows: Valve seats shall be tested to provide leak tight shut off to 175 psi for valves through 12 inch and 150 psi for valves 14 inches and larger, with pressure in either direction. In addition, a hydrostatic shell test shall be performed with a plug open to a pressure twice that of rating specified above to demonstrate overall pressure integrity of the valve body. Plug valves shall be eccentric plug valves as manufactured by DeZurik, Milliken, or approved equal.

- B. Eccentric Plug Valves: Eccentric plug valves shall be Series 100 as manufactured by DeZurick or equal. Valve bodies shall be constructed of high strength cast iron conforming to ASTM A126, Class B and AWWA C504, latest revisions. Valve bodies shall be cast with raised eccentric seats which have a corrosion resistant welded in overlay of not less than 90 percent pure nickel on all surfaces contacting the plug face. Valve seats shall be in accordance with AWWA C504 and AWWA C507, latest revisions. Valves shall be furnished with resilient faced plugs with Neoprene facing, suitable for use with sludge.

Valves shall be furnished with replaceable, permanently lubricated, stainless steel, sleeve-type bearings in the upper and lower plug stem journals. Plug stem bearings shall comply with AWWA C504 and C507, latest revisions. Valves shall be bolted bonnet design. Valves shaft seals shall be designed so that they can be repacked without removing the bonnet and the packing shall be adjustable. Packing material shall be Buna-Vee type packing. Valve shaft seals shall be in accordance with AWWA C504 and AWWA C507, latest revisions. All exposed valve nuts, bolts, springs, washers and the like shall be Type 304 stainless steel.

- C. Interior Valve Lining: All interior ferrous surfaces of the valve that will have contact with the leachate except the valve seating surfaces shall be coated with a factory applied, fusion bonded, thermosetting epoxy coating in accordance with AWWA C550, latest revisions. Coating shall be holiday free with a minimum thickness of 12 mils. Surfaces shall be clean, dry and free from rust, oil and grease before coating.
- D. Exterior Valve Coating: All exterior surfaces of plug valves shall be clean, dry and free from rust and grease before coating. For buried service, the exterior ferrous parts of all valves shall be coated at the factory with coal tar epoxy with a minimum total finish dry film thickness of 20 mils. Prior to backfilling, all uncoated nuts, bolts, glands, rods and other parts of joints shall be coated in the field with coal tar epoxy equal to Kop-Coat Bitumastic No. 300-M. For valves installed above ground, the exterior ferrous parts of all valves shall be shop primed at the factory with one coat, minimum dry film thickness 1.5 mils, of a primer with rust inhibitive pigments and synthetic resins. Following installation aboveground valves shall be finish painted in accordance with manufacturer's recommendations.

- E. Valve Joints: All plug valves installed aboveground, in valve vaults or on flanged piping shall have flanged ends. Flanges shall comply with facing, drilling and thickness of ANSI Standards for Class 125 dimension. Nuts and bolts for flanged connections in valve vaults or corrosive atmospheres shall be Type 316 stainless steel in accordance with ASTM A320, Class 2. Nuts and bolts for aboveground installations or non-corrosive atmospheres shall be carbon steel in accordance with ASTM A307, Grade B. All buried plug valves shall have mechanical joint ends with dimensions, bolting patterns and assembly in strict accordance with ANSI/AWWA C111, latest revision. Tee head bolts and nuts for mechanical joints shall be manufactured of CORTEN-A, high strength, low alloy, corrosion resistant steel as manufactured by NSS Industries, Plymouth, Michigan or an equal approved by the Engineer.
- F. Mechanical Valve Actuators:
1. All plug valves installed in valve vaults or buried underground shall have actuators designed for buried and submerged service. Valves shall have seals on all shafts and gaskets on valve and actuator covers to prevent entry of water and dirt. Actuator mounting brackets for buried and submerged service shall be totally enclosed and shall have gasket seals. All exposed valve nuts, bolts, springs, washers and the like shall be Type 304 stainless steel.
 2. All plug valves 6 inch in size and larger shall be furnished with mechanical gear actuators. Gear actuators shall be furnished with AWWA Standard 2 inch square operating nuts for buried valves, or handwheel, chainwheel or 2 inch square nut operators for aboveground or valve vault installation, as shown on the Drawings. Gear actuator shall be sized for the maximum pressure differential across the valve, equal to the pressure rating of the valve. All gearing shall be enclosed in a high strength cast iron housing, suitable for running in a lubricant.

Housing shall be provided with seals on all shafts to prevent the entry of dirt and water into the actuator. Actuator shaft and quadrant shall be supported on permanently lubricated bronze bearings. Actuator shall clearly indicate valve position for aboveground and valve vault installations and an adjustable stop shall be provided to set closing torque. Actuator shall be capable of withstanding an over-torque without damage up to 450 foot pounds for 2 inch square nut operators and to 300 foot pounds for handwheel or chainwheel operators.
 3. Four inch and smaller aboveground valves shall be furnished with manual actuators, one-quarter turn to open. Actuator shall be supplied with an AWWA Standard 2 inch operating nut with a standard valve operating lever.

2.10 BUTTERFLY VALVES

- A. General: All butterfly valves shall be of the tight closing, rubber seat type with rubber seats that are securely fastened to the valve body or disc. No metal to metal seating surfaces will be permitted. Valves shall be bubble tight at rated pressures with flow in either direction and shall be satisfactory for applications involving throttling service and/or frequent operation and for applications involving valve operation after long periods of inactivity and for buried installation. Valve discs shall rotate 90 degrees from the full open position to the tight shut position. Valves shall meet the full requirements of AWWA Standard C 504 for Class 150B, short body, flanged or mechanical joint as required. Wafer design valves are not acceptable, except when indicated on the Drawings. The manufacturer shall have manufactured tight closing, rubber seat butterfly valves for a period of at least five years. All valves shall be Henry Pratt Company, DeZurik, Mueller, or equal.
- B. Valve Body: Valve bodies shall be constructed of cast iron ASTM A126 Class B or ASTM A48 Class 40. Ends shall be mechanical joint for buried service and flanged for aboveground use. Flange drilling shall be 125 pound in accordance with ANSI B16.1. Two trunnions for shaft bearings shall be integral with each valve body. When disc has the rubber seat, the valve body shall have a 18-8 Type 304 stainless steel body seat. The port diameter shall be no smaller than one inch less than the nominal valve size.
- C. Valve Shaft: The valve shaft may consist of a one piece unit extending completely through the valve unit or may be the "stub shaft" type. Materials to be stainless steel 18-8 Type 304.
- D. Valve Discs: Valve discs shall be constructed either of cast iron ASTM A126 Class B, ductile iron ASTM A536 or cast iron ASTM A48 each with Type 316 stainless steel seating edge or the entire disc may be constructed of cast 316 stainless steel. The stainless steel seating edge is not applicable to rubber seat disc type valves.
- E. Valve Seats: Valve seats shall be of a synthetic or natural rubber compound and any be mounted on the valve body.
- F. Valve Bearings: Valves shall be fitted with sleeve type bearings. Bearings shall be corrosion resistant and self-lubricating.
- G. Valve Packings: Packing shall be self-adjusting Chevron type or of the O-ring type.
- H. Interior and Exterior Valve Coatings: The valve shall be coated similarly as described in Section 2-05 C and D.

2.11 SWING CHECK VALVES

- A. Swing check valves 2-inch through 12-inch in size shall conform to AWWA C-508, latest revision, and shall be designed for a minimum water working pressure of 150 psi. Check valves shall have cast iron body, swing type and ends shall be flanged, Class 125 in accordance with ANSI B16.1. When open, the valve shall have a straight way passage with a minimum flow area equal to the full pipe area. Swing check valves shall be completely bronze fitted with renewable bronze seat ring and a rubber faced disc; valve hinge pin shall be stainless steel. Check valves shall be supplied with an outside lever and weight.
- B. Swing check valves shall absolutely prevent the return of water back through the valve when the inlet pressure decreases below the downstream pressure. The check valve shall be constructed such that the disc and body seat ring may be easily removed and replaced without removing the valve from the line. Each valve shall be hydrostatically tested at the factory, at a test pressure of 300 psi.
- C. Interior Valve Coating: Prior to shipment from the factory, the interior ferrous surfaces of the valve, except for finished, non-ferrous or bearing surfaces, shall be coated with a fusion bonded, thermosetting epoxy coating in accordance with AWWA C-550, latest revision. Coating shall be holiday-free with a minimum thickness of 12 mils. Surfaces shall be clean, dry and free from rust and grease before coating.
- D. Exterior Valve Coating: All exterior surface of swing check valves shall be clean, dry and free from rust and grease before coating. For valves installed in below ground valve vaults, the exterior ferrous parts of all valves shall be coated at the factory with coal tar epoxy with a minimum total finish dry film thickness of 20 mils. Following installation, all uncoated nuts, bolts, glands, rods and other parts of joints shall be coated in the field with coal tar epoxy equal to Kop-Coat Bitumastic No. 300-M. For valves installed aboveground, the exterior ferrous parts of all valves shall be shop primed at the factory with one coat, minimum dry film thickness 1.5 mils, of a primer with rust-inhibitive pigments and synthetic resins. Following installation aboveground valves shall be finish painted in accordance with manufacturer's recommendations.
- E. All swing check valves shall be provided with a limit switch to indicate valve close position to pump starter, VFD, or control panel.

2.12 SERVICE SADDLES AND CORPORATION STOPS

- A. Service Saddles: Service saddles shall have ductile iron bodies in accordance with ASTM A536, latest revision, with double stainless steel straps. Bodies shall be brass or ductile iron, body shall have a fusion bonded nylon coating with a minimum thickness of 12 mils. Straps shall be Type 304 stainless steel with premium grade Type 304 L stainless steel bolts and Type 304 stainless steel washers and nuts. The nuts shall be Teflon coated.

The gasket material shall be an elastomeric compound resistant to degradation by oil, natural gas, acids, alkalies, most aliphatic fluids and leachate. The outlet of the saddle shall have NPT threads. Service saddles shall be Rockwell No. 317, Ford or an equal approved by the Engineer.

- B. Corporation Stops: Corporation stops shall be all bronze construction in accordance with AWWA C80, latest revision. Inlet threads shall be NPT iron pipe threads and the outlet connections shall be of the packed joint type suitable for use with Schedule 80 PVC pipe. Corporation stops shall be Ford Ball Corp Type FB 1102, McDonald or an equal approved by the Engineer.
- C. Polyethylene Tubing. Service tubing shall be nominal wall polyethylene tubing conforming to the requirements of ASTM D-2737 and AWWA C-901. Tubing shall be manufactured from prime virgin PE-3408 high density polyethylene (HDPE) resin. Each coil of tubing shall be spiral wrapped with four (4) inch wide black .004 polyethylene film with minimum 2% carbon black content to shield the tubing from ultraviolet and violet light. Reclaimed water service tubing shall be lavender in color.
- D. Tubing shall be DR 9.0 CTS OD and supplied in 100 foot rolls. Tubing shall conform to all requirements set forth in AWWA C901. Tubing shall be marked with the following information at not more than 5 foot intervals: nominal size, material code designation, dimension ratio and diameter base, AWWA pressure class, AWWA designation and manufacturer's name or trademark and product record code.
- E. Fittings for use with polyethylene (PE) tubing shall be brass containing a pressure sealing O-ring and undirectional grip ring and shall be designed for "press-on" or "stab-on" installation, and manufactured by Ford Meter Box Company.

2.13 SOLENOID VALVES

- A. Solenoid valves shall be 2 way type for normally closed operation designed for not less than a 150 psi water working pressure. The valves shall have forged stainless steel Series 300 bodies for 3/4 inch and smaller and brass bodies for 1 inch and larger with NPT threaded ends, Buna N seals/disks and NEMA 4X Red hat II solenoid enclosures. The valves shall operate on 120 VAC power, shall have threaded conduit hubs, standby manual operators and shall not require a minimum operating pressure differential for standby operation. The valves shall be provided with a manual override. The valves shall be Series 8210G for 3/4 inch and smaller and Series 8221G for one inch and larger as manufactured by Automatic Switch Company or approved equal.

2.14 FLEXIBLE EXPANSION JOINTS

- A. Flexible expansion joints shall be of the molded wide arch design manufactured of chloroprene (neoprene) rubber with polyester reinforcement.

Chloroprene (neoprene) body shall be supplied with a hypalon coating. Joints shall be flanged suitable for 150 psi water working pressure and in accordance with ANSI B16.1 dimensions and bolting patterns. Flanged ends shall be furnished and galvanized, split ductile iron retaining rings.

- B. Provide limit restraint bolts on all pump suction and discharge lines. Expansion joints 6 inches and larger in size shall have a minimum of four limit restraint bolts. Restraint bolts and nuts shall be Type 304 stainless steel.
- C. Minimum performance for flexible expansion joints shall be as follows:

Size (in.)	Axial Compression (inches)	Axial Elongation (inches)	Lateral Deflection (inches)	Angular Deflection (degrees)
2	1-3/4	3/4	3/4	30
3	d.o.	d.o.	d.o.	30
4	d.o.	d.o.	d.o.	25
5	d.o.	d.o.	3/4	25
6	d.o.	d.o.	1	20
8	d.o.	d.o.	d.o.	20

- D. Flexible expansion joints shall be Style 1015 Maxi-Joint as manufactured by General Rubber Corporation, Style 100 Metrasphere as manufactured by the Metraflex Company or an equal approved by the Engineer. Flexible joints for pump suction and discharge piping shall be designed for leachate service at 250 degrees F.

2.15 PRESSURE GAUGE ASSEMBLIES

- A. Pressure gauges shall have the following design features: glycerin filled, 2 inch dial, aluminum dial with black numerals on white background, Type 316 stainless steel bourdon tube and movement, 300 series stainless steel case and ring, safety glass lens, threaded lens retaining ring, adjustable pointer with over-pressure stop and zero pointer stop, blowout protection, 2 inch Type 316 stainless steel stem mounting and 1.0 percent accuracy based on full scale. Provide Type 316 stainless steel pressure snubbers on all gauges not protected by seals. Pressure gauges shall be as manufactured by U.S. Gauge, Ashcroft, Marshalltown, Marsh, or approved equal.
- B. Pressure Gauge Service and Ranges: Pressure gauges shall be furnished for the following services with the indicated ranges. Diaphragm seals shall be furnished for gauges as indicated.

2.16 VALVE BOXES

- A. Furnish, assemble, and place a valve box over the operating nut for each buried valve. The valve box shall be designed so as to prevent the transmission of surface loads directly to the valve or piping.
- B. Valve boxes shall be of the adjustable slide type of suitable length with an interior diameter of not less than 5 inches. The valve boxes shall be manufactured of cast iron and shall be of the two piece design including a bottom section and top section with cover. The cast iron cover shall be shaped and labeled for the appropriate service designation. The top section shall be adjustable for elevation and shall be set to allow equal movement above and below finished grade.
- C. The castings shall be manufactured of clean, even grain, gray cast iron conforming to ASTM A48, Class 30B for Gray Iron Castings; and shall be smooth, true to pattern, free from blow holes, sand holes, projections and other harmful defects. The seating surfaces of both the cover and the top section shall be machined so that the cover will not rock after it has been seated.
- D. The valve boxes shall be coated inside and outside with an asphaltic coating prior to machining, so that the machined seating surfaces will be free of any coating. Cast iron valve box assemblies shall be Clow Corp. No F2452, Tyler Corp. Series 6855 or 6865 or an approved equal.
- E. Valve extension stems shall be provided for all buried valves when operating nut is deeper than 3 feet below final grade.

2.17 PIPE AND VALVE IDENTIFICATION SYSTEMS

- A. Not Included

2.18 GLOBE VALVES AND ANGLE VALVES

- A. Globe valves and angle valves shall be suitable for throttling flows of liquid, oil, gas and air lines. Valves shall have end connections as indicated on the Drawings and shall be suitable for a working pressure of not less than 150 psi.
- B. Each valve shall have self-lubricating TFE-impregnated asbestos packing to provide a tight stem steel. Valves shall have a removable bonnet in order to facilitate dismantling and reassembly of the valves.
- C. Globe valves shall be Crane Model No. 1, Stockham Valves Figures B-16, or equal. Angle valves shall be Crane Model No. 2, Stockham Valves Figure B-216, or equal.

2.19 PRESSURE REGULATING VALVE

- A. Pressure regulating valves shall be of bronze body construction, seat shall be of stainless steel, diaphragm shall be Buna N.
- B. Regulator shall have a maximum pressure limit of 100 psi and the pressure reduction range shall be to 5 psi for all the services except for belt washwater. The maximum and minimum pressure variation range for the belt washwater shall be per gravity belt supplier's recommendations. The regulator shall be a direct acting, spring loaded, diaphragm type for hydraulic operation, and shall be capable of delivering a constant pressure. An adjusting screw shall be easily accessible for changing the outlet pressure.
- C. Valves shall be installed in strict accordance with the manufacturer's recommendations. The manufacturer shall be Watts, or equal.

2.20 TIE RODS

- A. When prior approval is obtained from the Engineer, ductile iron pipe, fittings, and valves may be restrained using tie bolt joint restraint. Joint restraint materials for this method of restraint shall be the Super-Star SST Series Joint Restraint Joint System as manufactured by Star National Products, a Division of Star Industries, Inc., Columbus, Ohio, or an equal approved by the Engineer.
- B. All bolts, nuts, washers, tie rods and other fasteners for the joint restraint system shall be manufactured of CORTEN high strength, low alloy, corrosion resistant steel in conformance with ASTM A242. Tie bolts shall be manufactured of heat treated CORTEN steel. Tie rods and all fasteners for the system shall be galvanized in conformance with the requirements of ASTM A123. Tie rods shall have a minimum diameter of 3/4 inch. The number of tie rods required per joint shall be as recommended by the manufacturer.
- C. Prior to backfilling after installation, all parts of the joint restraint system shall be coated with coal tar epoxy equal to Kop-Coat Bitumastic No. 300-M, for a minimum dry film thickness of 20 mils.

2.21 REDUCED PRESSURE BACKFLOW PREVENTERS

- A. Standards of Construction: Backflow prevention devices shall be manufactured in accordance with AWWA C506, latest revision, American Society of Sanitary Engineering Standards, and the University of Southern California Foundation for Cross Connection Control and Hydraulic Research "Manual of Cross Connection Control", latest edition.

- B. Product Handling: Exercise care in transporting and handling backflow preventers to avoid damage. Inside of backflow preventers shall be kept free of dirt and debris.
- C. Reduced pressure principle backflow preventers shall include an integral sensing system that will automatically open a relief valve whenever the differential pressure between the inlet supply and the reduced pressure zone drops to 2 psi. The relief valve shall remain open until a positive pressure differential of 2 psi is re-established. If pressure upstream of the first check valve drops to atmospheric or below, the relief valve shall remain fully open providing an internal air gap between the first check valve and the water level in the reduced pressure zone. The unit shall also be constructed such that any minor leakage of the second check valve will result in visible flow from the relief valve, even if the first check valve is totally disabled.
- D. Reduced pressure principle backflow preventers shall have all bronze bodies for sizes 22 inches and smaller and all ductile iron bodies for sizes 3 inches and larger. Ductile iron bodies shall be coated with a fusion bonded thermosetting epoxy coating in accordance with AWWA C550 with a minimum, holiday free, coating thickness of 12 mils. The reduced pressure backflow preventer shall consist of two independently operated, spring loaded, wye pattern, poppet type check valves designed for installation in a normal horizontal flow attitude. An independent spring loaded relief valve shall be located between the two check valves. Check valve assemblies, springs and seats and all other internal parts shall be constructed of Type 316 stainless steel. Relief valve body and trim shall be constructed of bronze. Check valve and relief valve seats shall be field replaceable without removing the device from the service line. Backflow preventers shall be designed for a working pressure of 200 psi and a temperature range of 32EF to 140EF. The backflow preventer shall be manufactured as a complete unit including test cocks, and upstream and downstream isolation valves. The test cocks shall be manufactured of bronze and shall be arranged such that the unit can be tested without removing the unit from the line.
- E. Isolation Valves: Reduced pressure backflow preventers shall be furnished complete with isolation valves. For sizes 22 inches and smaller, the isolation valves shall be all bronze ball valves with Buna N O-rings and valve seats, and a lever operating handle. Ball valves shall be in accordance with AWWA C80, latest revision. For sizes 3 inches and larger, the isolation valves shall be resilient seated gate valves with flanged ends and OS&Y handwheel operators. Gate valves shall be as specified and described hereinbefore.
- F. Exterior Coating: The exterior ferrous surfaces of the reduced pressure backflow preventer and the isolation valves shall be shop primed at the factory with one coat, minimum dry film thickness 1.5 mils, of a primer with rust inhibitive pigments and synthetic resins compatible with the finish coats. Following installation, the backflow preventer unit and aboveground piping shall be finish painted in accordance with manufacturer's recommendations. All surfaces to be coated shall be clean, dry and free of rust, oil and grease.

- G. Acceptable Manufacturers: Reduced pressure principle backflow preventers shall Model 825 as manufactured by Febco, or an equal approved by the Engineer.

2.22 TAPPING SLEEVES AND VALVES

- A. Tapping sleeves shall be designed for a water working pressure of 150 psi and shall be mechanical joint end type. Tap shall be done under pressure and without interruptions of service. Taps shall be tested at factory to 175 psi.
- B. Tapping valves shall be as specified herein under Gate Valves.
- C. The manufacturer shall furnish the services of a supervisor who will direct all operations for the installation of material, attachment of tapping machine and operation of the machine in making the connection. The Contractors shall bear all such rental and supervision costs, and all other related costs.
- D. Tapping sleeves and valves shall be the product of one of the following manufacturers, or equal: Mueller, Clow, M&H.

2.23 FLANGED ADAPTERS (WHEN APPLICABLE)

- A. For joining plain end or grooved end pipe to flanged pipes and fittings.
- B. Adapters shall conform in size and bolt hole placement to ANSI standards for steel and/or cast iron flanges 125 or 150 pound standard unless otherwise required for connections.
- C. Exposed Sleeve Type:
 - 1. Constructed from steel.
 - 2. Coating: In accordance with manufacturer's recommendations.
 - 3. Bolts: Carbon steel.
 - 4. Acceptable Manufacturers:
 - a. Dresser Manufacturing Company - Style 128 for cast iron ductile iron and steel pipes with diameters of two (2) inches through 96 inches.
 - b. Or equal.

2.24 FIRE HYDRANTS

- A. Hydrants shall comply with AWWA Standard C402 "Fire Hydrants for Ordinary Water Works Service" and shall be equipped with a minimum of one (1) pump outlet nozzle 4 2 inches in diameter and two (2) hose nozzles 2 2 inches in diameter. Threads, nozzle caps, operating nuts and color shall conform to City standards. Units shall be traffic types with breakable safety clips, or flange, and stem, with safety coupling located below barrel break line to preclude valve opening. Hydrants shall be dry top. Outlet nozzles shall be on the same place, with minimum distance of 18 inches from center of nozzles to ground line. Valve shall be compressive type with 52 inches minimum opening and hose inlet connection to be 6 inches minimum. Hydrants shall open left by Mueller A-423 or Clow Medallion Hydrant (AWWA C-502). Hydrants must drain.

2.25 INSERT VALVE

A. General

The Ductile Iron Insert Valve shall be a rated for 250 psig and shall be a Resilient Wedge Gate Valve as specified in this section. The valve shall be able to be installed into an existing pressurized pipeline while maintaining constant pressure and service as usual. After closing the wedge and adequately restraining the valve body the downstream pipe can be completely removed and replaced (allowing for upsizing of the pipe if necessary). The host pipe shall not be a permanent component of the Insert Valve. The Insert Valve shall be UL listed and approved to **NSF / ANSI Standard 61- Drinking Water System Components**. The insert valve must be installed by a qualified installer per the manufacturer's requirements.

- B. **Construction:** Sizes 12" and smaller must be capable of working on Cast/Grey Iron or Ductile Iron Class A, B, C and D, IPS PVC, C900 and C909 PVC, Steel, AC pipe diameters without changing either top or bottom portion of split valve body. The 250 psig maximum working rating markings must be cast into the body of the valve. After the installation of the Insert valve body on to the existing pipe a pressure test of 1.1 times that of the contents shall sustained for 15 minutes.

Once the pressure test is affectively achieved the Insert valve body must not be moved in accordance with AWWA Standards. If the Insert valve is moved the pressure test must be completed again. The Insert valve must not be moved or repositioned once the pressure test is achieved.

- C. **Resilient Wedge Gate Assembly:** The construction of the Resilient Wedge shall comply with AWWA C509 requirements. The ductile iron wedge shall be fully encapsulated with EPDM rubber by a high pressure and high temperature compression or injection mold process. This will assure the ductile gate is fully coated with molded rubber – no exposed iron. The resilient wedge shall seat on the valve body and not the pipe to obtain the optimum seating and flow control results. The resilient wedge shall be totally independent of the carrier pipe. The resilient wedge shall not come into contact with the carrier pipe or depend on the carrier pipe to create a seal. Abrasion results thus shorting the life and quality of the shut down if the wedge contacts the pipe. Pressure

equalization on the down or upstream side of the closed wedge shall not be necessary to open the valve. The wedge shall be symmetrical and seal equally well with flow in either direction. The Resilient wedge must ride inside the body channels to maintain wedge alignment throughout its travel to achieve maximum fluid control regardless of high or low flow pressure or velocity. An oversized flow way shall be unobstructed to provide optimum flow. The valve shall be fully epoxy coated on the interior and the exterior a minimum of 10 mils epoxy in compliance with AWWA C550 and certified to ANSI/NSF-61. The fusion-bonded coating shall be applied prior to assembly so that even the bolt holes and body-to-bonnet flange surfaces are fully epoxy coated.

- D. The valve shall have triple O-Ring stem seals, two O-Rings above, and one below the thrust collar. The lower two O-Rings provide a permanently sealed lubrication chamber that will make the valve easier to operate over a longer period of time. The upper O-Ring ensures that sand, dirt or grit cannot enter the valve to cause damage to the lower O-Rings. This is especially important for buried and sewage service applications. Side flange seals shall be of the O-Ring type of either round, oval, or rectangular cross-sectional shape.
- E. American Made Quality: All primary parts and components to be exclusively and completely assembled, manufactured, machined and coated in the USA. The purchaser shall, with reasonable notice, have the right to plant visitation at his/her expense. Bolting materials shall develop the physical strength requirements of ASTM A307 with dimensions conforming to ANSI B18.2.1.
- F. Split Restraint Devices: Shall consist of multiple gripping wedges incorporated into a follower gland meeting the applicable requirements of ANSI/AWWA C110/A21.10. The devices shall have a working pressure rating of 350 psi for 4-12 inch. Ratings are for water pressure and must include a minimum safety factor of 2 to 1 in all sizes. Chemical and modularity tests shall be performed as recommended by the Ductile iron Society, on a per ladle basis. Three test bars shall be incrementally poured per production shift as per U.L. specifications and ASTM A536. Testing for tensile, yield and elongation shall be done in accordance with ASTM E8.
- G. Gland body wedges and wedge actuating components shall be cast from grade 65-45-12 ductile iron material in accordance with ASTM A536. Mechanical joint restraint shall require conventional tools and installation procedures per AWWA C600, while retaining full mechanical joint deflection during assembly as well as allowing joint deflection after assembly. Proper actuation of the gripping wedges shall be ensured with torque limiting twist off nuts. Set screw pressure point type hardware shall not be used. The Insert valve shall be as manufactured by **Team Industrial Services** 13131 Dairy Ashford Rd Sugar land, TX 77478 1-800-662-8326 281-331-6154, Team InsertValve Patent number 6,776,187 and 7,225,827 or approved equal.

PART 3 – EXECUTION

3.01 INSPECTION

- A. All pipe, fittings, valves and other material shall be subject to inspection and approval by the Engineer after delivery, and no broken, cracked, imperfectly coated, or otherwise damaged or unsatisfactory material shall be used. When a defect or crack is discovered,

the injured portion shall not be installed. Cracked pip shall have the defect cut off at least 12 inches from the break in the sound section of the barrel.

3.02 GENERAL INSTALLATION REQUIREMENTS

- A. Excavation, backfill, and compaction shall conform to the provisions of Section 31 23 00.
 - 1. Pipe Cradle: Upon satisfactory installation of the pipe bedding material as specified, a continuous trough for the pipe barrel and recesses for the pipe bells or couplings shall be excavated by hand digging. When the pipe is laid in the prepared trench, true to line and grade, the pipe barrel shall receive continuous, uniform support and no pressure will be exerted on the pipe joints from the trench bottom.
- B. Cover for underground piping shall not be less than that indicated on the Drawings. The minimum cover for pipe shall be 36 inches. In areas where other piping conflicts preclude the maximum cover desired, the piping shall be laid to provide the maximum cover obtainable.
- C. Pipe, fittings, valves and accessories shall be installed as shown or indicated on the Drawings.
- D. All connections to existing piping systems shall be made as shown or indicated on the Drawings after consultation and cooperation with authorities of the Owner.
- E. Pipe Joint Deflection: Whenever it is desirable, and approved by the Engineer, to deflect pipe joints to avoid obstructions or to maintain required alignment, the amount of the joint deflection shall not exceed 80 percent of the maximum limits allowed by the pipe manufacturer.
- F. In preparation for pipe installation, placement (stringing) of pipe should be as close to the trench as practical on the opposite side of the trench from the excavated material. The bell ends of the pipe should point in the direction of the work progress.
- G. Pipe and fittings shall be laid accurately to the lines and grades indicated on Drawings or required. Where grades for the pipeline are not indicated on the Drawings, maintain a uniform depth of cover with respect to finish grade. Care shall be taken to insure a good alignment both horizontally and vertically and to give the pipe a firm bearing along its entire length. Any pipe which has its grade or joint disturbed after laying shall be taken up and re-laid.
- H. All pipe and fittings shall be cleared of sand, dirt, and debris before laying. All precautions shall be taken to prevent sand, dirt or other foreign material from entering the pipe during installation. If necessary, a heavy, tightly woven canvas bag of suitable size shall be placed over each end of the pipe before lowering into the trench and left there until the connection

is made to the adjacent pipe. Any sand, dirt, or other foreign material that enters the pipe shall be removed from the pipe immediately. Interior of all pipe and fittings shall be kept clean after installation until acceptable in the complete work.

- I. Any time that pipe installation is not in progress, the open ends of pipe shall be closed by a watertight plug or other method approved by the Engineer. Plugs shall remain in pipe ends until all water is removed from the trench. No pipe shall be installed when trench conditions are unsuitable for such work, including standing water, excess mud, or rain.
- J. After pipe has been laid, inspected, and found satisfactory, sufficient backfill shall be placed along the pipe barrel to hold the pipe securely in place while conducting the preliminary hydrostatic test. No backfill shall be placed over the joints until the preliminary test is satisfactorily completed, leaving them exposed to view for the detection of visible leaks.
- K. Upon satisfactory completion of the hydrostatic test, backfilling of the trench shall be completed.
- L. Aboveground and Exposed Piping: Piping shall be cut accurately to measurements established at the job site and shall be worked into place without springing or forcing, properly clearing all equipment access areas and openings. Changes in sizes shall be made with appropriate reducing fittings. Pipe connections shall be made in accordance with the details shown and manufacturer's recommendations. Open ends of pipe lines shall be properly capped or plugged during installation to keep dirt and other foreign material out of the system. Pipe supports and hangers shall be provided where indicated or as required to insure adequate support of the piping.

3.03 INSTALLATION OF DUCTILE IRON PIPE

- A. Handling and Cutting Pipe:
 - 1. Care shall be taken in handling, cutting, and laying ductile iron pipe and fittings to avoid damaging the pipe and interior coal tar epoxy or cement mortar lining, scratching or marring machined surfaces, and abrasion of the pipe coating. All cracked pipe and fittings shall be removed at once from the work at no additional cost to the Owner.
 - 2. Pipe cutting shall be done in a neat workmanlike manner without creating damage to the pipe and interior coal tar epoxy or cement mortar lining. Ductile iron pipe may be cut using an abrasive pipe saw, rotary wheel cutter, guillotine pipe saw, milling wheel saw or oxyacetylene torch. Cut ends and rough edges of ductile iron pipe shall be ground smooth. For push-on joint connections, the cut end shall be beveled to prevent gasket damage during joint assembly. Interior lining shall be repaired at cut ends per the manufacturer's instructions prior to joint assembly.

B. Laying Pipe and Fittings:

1. Bedding for Ductile Iron Pipe: Minimum bedding requirements shall be Type 2 as defined in ANSI/AWWA C600, latest revision. Provide proper bedding required, in accordance with thickness class of pipe being laid and depth of cover. Proper pipe laying conditions shall be in accordance with ANSI/AWWA C150 and C151, latest revision, and ANSI/AWWA C600, latest revision.
2. All ductile iron pipe and fittings shall be laid in accordance with American Water Works Association Standard ANSI/AWWA C600, latest revision, entitled "Standard for Installation of Ductile Iron Water Mains and Their Appurtenances", with the following sections specifically applying:
 - a. Section 3.3 - Pipe Installation
 - b. Section 3.4 - Joint Assembly

C. Ductile Iron Pipe Joints:

1. Type: The joints of all pipelines shall be made absolutely tight. The particular joint used shall be approved by the Engineer prior to installation. Where shown on the Drawings or where, in the opinion of the Engineer, settlement or vibration is likely to occur, all pipe joints shall be bolted mechanical type or restrained type as specified above, or as indicated on the Drawings.
2. Push-on Joints: Push-on joints shall be made in strict accordance with the the manufacturer's recommendations. Lubricant, if required, shall be an inert, non-toxic, water soluble compound incapable of harboring, supporting, or culturing bacterial life. Manufacturer's installation recommendations shall be submitted to the Engineer for review and approval before commencing work. The bell of the pipe shall be cleaned of excess tar or other obstructions and wiped out before the cleaned and prepared spigot of the next pipe is inserted. The new pipe shall be shoved firmly into place until properly seated and held securely until the joint has been completed.
3. Mechanical Joint: All types of mechanical joint pipes shall be laid and jointed in full conformance with manufacturer's recommendations, which shall be submitted to the Engineer for review and approval before work is begun. Only skilled workmen shall be permitted to makeup mechanical joints. Torque wrenches, set as specified ion AWWA Standard C111, shall be used; or spanner type wrenches not longer than specified therein may be used without the permission of the Engineer.

4. Flanged Joints: Flanged joints shall be made up by inserting the gasket between the flanges. The threads of the bolts and the faces of the gaskets shall be coated with suitable lubricant immediately before installation.
5. Restrained Joints: Restrained joints shall be provided where indicated on the Drawings. Joint assembly shall be made in strict accordance with the manufacturer's instructions, which shall be submitted to the Engineer for review and approval before commencing work.

3.04 INSTALLATION OF PVC PIPE

A. Storage and Handling:

1. PVC pipe shall be delivered to the site in unbroken bundles packaged in such manner as to provide protection against damage. When possible, pipe should be stored at the job site in the unit packages until ready for use. Packaged units shall be handled using a forklift or a spreader bar with fabric straps. Packaged units shall not be stacked at the job site higher than two units high.
2. When it is necessary to store PVC pipe for long periods of time, exposure to direct sunlight shall be prevented by covering the pipe with an opaque material. Adequate air circulation above and around the pipe shall be provided as required to prevent excessive heat accumulation. PVC pipe shall not be stored close to heat sources of hot objects such as heaters, fires, boiler, or engine exhaust. Pipe gaskets shall be protected from excessive exposure to heat, direct sunlight, ozone, oil and grease. The interior and all sealing surfaces of pipe, fittings, and other appurtenances shall be kept clean and free of dirt and foreign matter.
3. Care shall be taken in handling and laying pipe and fittings to avoid severe impact blows, crushing, abrasion damage, gouging or cutting. Pipe shall be lowered, not dropped, from trucks or into trenches. All cracked, damaged, or defective pipe and fittings, or any length of PVC pipe having a gouge, scratch or other permanent indentation of more than 10 percent of the wall thickness in depth, shall be rejected and removed at once from the work and replaced with new acceptable pipe at no additional cost to the Owner.

- B. Field Cutting PVC Pipe: Field cutting of pipe shall be done in a neat workmanlike manner without creating damage to the pipe. The pipe shall be cut square with a fine-toothed hand or power saw or other cutter or knife designed for use with plastic pipe. Prior to cutting, the pipe shall be marked around its entire circumference or a square in vise shall be used to ensure the pipe end is cut square. Remove burrs by smoothing edges with a knife, file, or sandpaper.

1. Field Cutting Bell and Spigot PVC Pipe: Bevel the cut end of the pipe using a pipe beveling tool, wood rasp or portable sander to prevent damage to the gasket during joint assembly. A factory finished beveled end should be used as a guide to ensure proper beveling angle and correct depth of bevel. Round off any sharp edges on the leading edge of the bevel with a knife or file.

C. Laying PVC Pipe:

1. Pipe Bedding: Bedding for PVC pipe shall be as specified using granular pipe bedding material.
2. All PVC pipe shall be laid in accordance with the pipe manufacturer's published installation guide, the AWWA Manual of Practice No. M23 "PVC Pipe-Design and Installation" and the Uni-Bell Plastic Pipe Association installation recommendations.

D. PVC Pipe Joint Assembly for Rubber Gasketed Bell and Spigot Pipe:

1. The PVC bell and spigot joint shall be assembled in accordance with the pipe manufacturer's installation instructions. Clean the interior of the bell, the gasket, and the spigot of the pipe to be jointed with a rag to remove any dirt or foreign material before assembling. Inspect the gasket, pipe spigot bevel, gasket groove and sealing surfaces for damage or deformation.
2. Lubricate the spigot end of the pipe with a lubricant supplied or specified by the pipe manufacturer for use with gasketed PVC pipe in potable water systems. The lubricant should be supplied as specified by the pipe manufacturer. After then spigot end is lubricated, it must be kept clean and free of dirt and sand. If dirt and sand adhere to the lubricated end, the spigot must be wiped clean and relubricated.
3. Insert the spigot into the bell so that it contacts the gasket uniformly. Align the pipe sections and push the spigot end into the bell until the manufacturer's reference mark on the spigot is flush with the end of the bell. The pipe should be pushed into the bell using a bar and wood block. The joint shall not be assembled by "stabbing" or swinging the pipe into the bell, nor shall construction machinery be used to push the pipe into the bell.
4. If undue resistance to insertion of the spigot end is encountered or if the reference mark does not reach the flush position, disassemble the joint and check the position of the gasket. If the gasket is twisted or pushed out of its seat, inspect the components, repair or replace damaged items, clean the components and repeat the assembly steps. Be sure the pipe is in proper alignment during assembly. If

the gasket was not out of position, check the distance between the spigot end and the reference mark and relocate the mark if it is out of position.

E. PVC Pipe Joint Assembly for Threaded and Solvent Welded Pipe

1. All threaded and solvent welded joints shall be made watertight. All pipe cutting, threading and jointing procedures for threaded and solvent welded PVC pipe joints shall be in strict accordance with the pipe and fitting manufacturer's printed installation instructions. Thread lubricant for threaded joints shall be Teflon tape only.
2. At threaded joints between PVC and metal pipes, the metal side shall contain the socket end and the PVC side the spigot. A metal spigot shall not, under any circumstances, be screwed into a PVC socket.

- F. PVC forcemains underground shall be strapped every 10 feet or spiral wrapped with an insulated green No. 14 gauge copper ground wire for future location. The wire shall be stubbed out at each valve box or manhole.

3.05 FITTING INSTALLATION FOR UNDERGROUND PIPING

- A. The weight of ductile iron fittings shall not be carried by the pipe on which they are installed. The fitting shall be supported by a concrete cradle as shown on the standard details. Concrete used for supports shall have a minimum compressive strength of 3000 psi at 28 days. Concrete for support cradle shall be poured against undisturbed soil.
- B. All glands, clamps, bolts, nuts, studs and other uncoated parts of fitting joints for underground installation shall be coated with two coats, 10 mils DFT per coat, of coal tar epoxy equal to Kop-Coat Bitumastic No. 300-M.

3.06 CONCRETE PIPE ENCASEMENT

- A. Concrete for concrete pipe encasement shall have a minimum strength of 3000 psi at 28 days and encasement shall be constructed in accordance with details shown on the Drawings. Encasement shall be constructed where:
 1. Indicated on the Drawings
 2. The Engineer shall order the pipeline encased.
- B. The points of beginning and ending of concrete pipe encasement shall be not more than 6 inches from a pipe joint to protect the pipe from cracking due to uneven settlement of its foundation or the effects of superimposed live loads. Pipe shall be wrapped in visqueen.

- C. Pipe encasement shall provide a minimum coverage of 6 inches all around the pipe including pipe bells.

3.07 INSTALLATION OF PIPE SLEEVES, WALL CASTINGS AND COUPLINGS

- A. Pipe sleeves and wall castings shall be provided at the locations called for on the Drawings. These units shall be as detailed and of the material as noted on the Drawings. They shall be accurately set in the concrete or masonry to the elevations shown. All wall sleeves and castings required in the walls shall be in place when the walls are poured. Ends of all wall castings and wall sleeves shall be of a type consistent with the piping to be connected to them.
- B. Link seals for wall sleeves shall be installed in strict accordance with the manufacturer's printed installation instructions. For watertight applications in tanks or treatment units, the link seal installation shall be tested hydrostatically for leaks at the same time as the tank or treatment unit. Any leaks that occur during the test period shall be repaired by checking the link seals for proper installation and replacement of unit(s) found to be defective at no additional cost to the Owner.
- C. Pipe couplings shall be installed in strict accordance with the manufacturer's published instructions and recommendations.

3.08 INSTALLATION OF VALVES

- A. Valves of the size and type shown on the Drawings shall be set plumb and installed at the locations indicated on the Drawings. Valves shall be installed in accordance with manufacturer's installation instructions and with the Details shown on the Drawings.
- B. Valves shall be installed such that they are supported properly in their respective positions, free from distortion and strain. Valves shall be installed such that their weight is not borne by pumps and equipment that are not designed to support the weight of the valve.
- C. Valves shall be carefully inspected during installation; they shall be opened wide and then tightly closed and the various nuts and bolts shall be tested for tightness. Special care shall be taken to prevent any foreign matter from becoming lodged in the valve seat. Check and adjust all valves for smooth operation.
- D. Install valves with the operating stem in either horizontal or vertical position.
- E. Allow sufficient clearance around the valve operator for proper operation.
- F. Clean iron flanges by wire brushing before installing flanged valves. Clean carbon steel flange bolts and nuts by wire brushing, lubricate threads with oil or graphite, and tighten nuts uniformly and progressively. Clean threaded joints by wire brushing or swabbing.

Apply Teflon joint compound or Teflon tape to pipe threads before installing threaded valves. Joints shall be watertight.

- G. For buried valves, a valve box shall be centered accurately over the operating nut and the entire assembly shall be plumb. The tops of valve boxes shall be adjusted to the proper elevation as specified below and as shown on the Drawings.
 - 1. In paved areas, tops of valve box covers shall be set flush with pavement. Following paving operations, a 16 inch square shall be neatly cut in the pavement around the box and the paving removed. The top of the box shall then be adjusted to the proper elevation and a 30 inch square by 6 inch thick concrete pad poured around the box cover. Concrete pads in traffic areas shall be reinforced with No. 4 reinforcement bars as shown on the Drawings. Concrete for the pad shall be 3000 psi compressive strength.
 - 2. In unpaved areas, tops of valve box covers shall be set 2 inches above finished grade. After the top of the box is set to the proper elevation, a 16 inch square by 6 inch thick concrete pad shall be poured around the box cover. Concrete for the pad shall be 3000 psi compressive strength.
- H. Valves shall be tested hydrostatically, concurrently with the pipeline in which they are installed. Protect or isolate any parts of valves, operators, or control and instrumentation system whose pressure rating is less than the pressure test(s). If valve joints leak during pressure testing, loosen or remove the nuts and bolts, reseal or replace the gasket, reinstall or retighten the bolts and nuts and hydrostatically retest the joints.
- I. Following installation, all aboveground valves shall be painted in accordance with the painting system specified in accordance with manufacturer's recommendations. Following installation of buried valves or valves installed in valve vaults, repair any scratches, marks and other types of surface damage, etc., with a coating equal to the original coating supplied by the manufacturer. Prior to backfilling, all nuts, bolts and other parts of the valve joints shall be coated with two coats, 10 mils DFT per coat, of coal tar epoxy equal to Kop-Coat Bitumastic No. 300-M.

3.09 SEPARATION OF NON-POTABLE WATER MAINS AND POTABLE WATER MAINS

- A. Reclaimed water mains shall be installed with at least a 3 foot horizontal separation from any potable water main. Force mains and gravity sewers shall have a 6 foot separation from potable mains. At crossings the installation shall provide of a minimum vertical separation distance of 12 inches between the outside of the crossing non-potable and potable water mains. This separation shall be provided where the potable water main is

either below or above the non-potable water main. When the 12 inch minimum vertical separation distance cannot be maintained, the potable water main shall be encased in concrete. Concrete encasement shall be as specified above. The potable water main shall be encased for 10 feet each way of the crossing.

3.10 MAIN CLEANING AND FLUSHING

- A. Following the hydrostatic and leakage tests, all the mains constructed under this contract shall be cleaned and flushed to remove sand, loose dirt and other debris. Flushing velocity shall be a minimum of 2.5 fps. Flushing shall continue until clean water flows from the main. However, the Contractor shall endeavor to use the minimum amount of flushing water required to complete the work. To increase the efficiency of the cleaning and flushing operation, the Contractor shall use a pipeline pigging device of the proper size and designed to clean the intended pipeline. The pigging device shall be capable of turning through a standard 90 degree MJ bend. The type of pipeline pigging device and the method of operation shall be approved by the Engineer.
- B. Upon completion of testing for the gravity drain line system, drain lines shall be flushed to remove dirt, sand, stones and other debris which may have entered the lines during construction and settled out in the lines and manholes. Materials and debris flushed from the drain lines shall be removed from a downstream manhole or basin and disposed of at an approved disposal area.
- C. Water for flushing shall be clean water provided by the Contractor from a source approved by the Engineer and the owner prior to beginning connections for flushing operations. Flushing shall only be completed upon approval by the Owner.
- D. Temporary blow offs may be required for the purpose of flushing mains. Temporary blow offs shall be installed as close as possible to the ends of the main being flushed. Blow offs installed on the main shall be the same diameter as the main. Temporary blow offs shall be removed and plugged after the main is flushed. All costs for installing and removing temporary blow offs shall be at an additional cost to the Owner.
- E. The Owner shall be notified at least 3 working days prior to flushing mains.
- F. Blow offs and temporary drainage piping used for flushing shall not be discharged into any gravity sewer or pumping station wetwell. The Contractor shall obtain prior approvals from the Engineer and the Owner as to the methods and locations of flushing water discharge.

3.11 INSTALLATION OF TIE RODS

- A. Tie rods shall be installed in strict accordance with the manufacturer's written installation requirements. Unless otherwise indicated on the Drawings, the size and number of tie rods for a joint or installation shall be as recommended by the manufacturer's design chart for a working pressure of 150 psi.

- B. Following installation and prior to backfilling, all parts of the tie rod joint restraint system, including tie rods, tie bolts, nuts, washers, and other fasteners, shall be coated with two coats, 10 mils DFT per coat, of coal tar epoxy equal to Kop-Coat Bitumastic No. 300-M.

3.12 INSTALLATION OF REDUCED PRESSURE BACKFLOW PREVENTERS

- A. Backflow preventers shall be installed at the locations shown on the Drawings. Backflow preventers shall be installed in accordance with the manufacturer's written installation instructions and as shown on the Drawings.
- B. Reduced pressure principle backflow preventers shall be installed horizontally with an 18 inch minimum clearance between the finished grade and the lowest point on the bottom of the unit. Reduced pressure backflow preventers shall be installed with provisions for a suitable drain arrangement to drain off discharges from the relief valve, so that discharges are not objectionable. Backflow preventers shall be installed such that they are easily accessible for testing, maintenance and repair.
- C. Piping and fittings for units 3 inches and larger in size shall have flanged joints. Piping, fittings and valves shall be properly supported with pipe support stands as shown on the Drawings.
- D. Following installation of the reduced pressure backflow preventer, piping, fittings and valves, the entire aboveground assembly shall be finished painted in accordance with manufacturer's recommendations.

END OF SECTION

SECTION 33 01 30.09
SANITARY SEWER BYPASS PUMPING

PART – GENERAL

1.01 DESCRIPTION OF WORK

- A. The work covered by this section consists of providing all labor, equipment, material, and supplies and performing all operations required to bypass pump sewage around a manhole or sewer section in which work is to be performed. The CONTRACTOR shall be prepared to bypass pump sewage as part of his operations. The CONTRACTOR shall provide all pumps, piping and other equipment necessary to accomplish bypass pumping; perform all construction; obtain all permits; pay all costs; and perform complete restoration of all existing facilities to conditions equal or better than existed prior to construction and to the satisfaction of the ENGINEER. All costs to accomplish bypass pumping, at the required volume, and all associated work including restoration, shall be considered incidental to the work and no additional compensation will be allowed.

1.02 GENERAL

- A. When the depth of flow in the sewer line being televised or repaired is above the maximum allowable for the proposed work, then the CONTRACTOR shall reduce the flow to the level shown below by manual operation of pump stations, plugging or blocking of the flow or by pumping and bypassing of the flow as acceptable to the ENGINEER. For manual operation of pump stations, the CONTRACTOR shall coordinate such operations with the appropriate City personnel. Plugging or blocking of the flow shall only be allowed when the CONTRACTOR can demonstrate that the upstream gravity collection system can accommodate the surcharging without any adverse impact.
- B. The depth of flow in the sewer line being televised or repaired shall not exceed that shown for the respective pipe sizes and for the operations indicated.
- C. Initial Television Inspection. For the initial television inspection, the sewer line shall be blocked completely. No flow, except infiltration, will be allowed through the sewer line.
- D. Television Inspection Before and After Lining Installation. For the television inspection before and after lining installation the sewer line shall be blocked completely. No flow, except infiltration before lining, will be allowed through the sewer line.
- E. Other Television Inspection, including Warranty.

Pipe Size	Maximum Depth of Flow
6" – 10" Pipe	20 Percent (20%) of Pipe Diameter
12" – 24" Pipe	25 Percent (25%) of Pipe Diameter
Above 24" Pipe	30 Percent (30%) of Pipe Diameter

- F. Television Inspection After Joint Testing/Sealing. For the television inspection after joint testing/sealing the sewer line shall be blocked completely. No flow will be allowed through the sewer line.

- G. Joint Testing/Sealing

Pipe Size	Maximum Depth of Flow
6" – 10" Pipe	20 Percent (20%) of Pipe Diameter
12" – 24" Pipe	30 Percent (30%) of Pipe Diameter
Above 24" Pipe	35 Percent (35%) of Pipe Diameter

- H. Pipe Lining Installation. For the pipe lining installation, the sewer line shall be blocked completely. No flow, except infiltration, will be allowed through the sewer line.

- I. Manhole Repairs. For manhole repairs, the flow through the manhole shall be controlled or blocked completely, as required, to properly complete the repairs as specified.

1.03 SUBMITTALS

The CONTRACTOR shall submit a written plan describing his means and methods for flow control and bypass pumping to the ENGINEER for review.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 PLUGGING AND BLOCKING

- A. A sewer line plug shall be inserted into the line upstream of the section being televised or repaired. The plug shall be so designed that all or any portion of the upstream flow can be released. During the television inspections and repair operations the flow through the line

being worked shall be reduced to within the maximum limits stated above. After the work has been completed, the flow shall be restored to normal.

3.02 PUMPING AND BYPASSING

- A. When pumping and bypass pumping is required, as determined by the ENGINEER, the CONTRACTOR shall supply all necessary pumps, conduits, and other equipment to divert the flow around manhole section in which work is to be performed. The bypass system shall be of sufficient capacity to handle existing flow plus additional flow that may occur during rainstorm events. The CONTRACTOR will be responsible for furnishing the necessary labor and supervision to set up and operate the pumping and bypassing system. Pumps and equipment shall be continuously monitored by the CONTRACTOR during the periods that pumping and bypassing are required. If pumping is required on a 24-hour basis, engine shall be equipped in a manner to keep noise to a minimum.

3.03 FLOW CONTROL PRECAUTIONS

- A. When flow in a sewer line is plugged, blocked or bypassed by the CONTRACTOR, he shall take sufficient precautions to protect the public health and to protect the sewer lines from damage that might result from sewer surcharging. Further, the CONTRACTOR shall take precautions to insure that sewer flow control operations do not cause flooding or damage to public or private property being served by the sewers involved and he shall be responsible for any damage resulting from his flow control operations.
- B. When flow in a sewer line is plugged or blocked by the CONTRACTOR, he shall monitor the conditions upstream of the plug and shall be prepared to immediately start bypass pumping, if needed. Any liquid or solid matter which is bypass pumped from the sewer collection system shall be discharged to another sewer manhole or appropriate vehicle or container only. No such liquid or solid matter shall be allowed to be discharged, stored, or deposited on the ground, swale, road, stormwater drainage system or open environment. The CONTRACTOR shall protect all pumps, conduit and other equipment used for bypass pumping from traffic.
- C. Should the liquid or solid matter from the sewer collection system be spilled, discharged, leaked, or otherwise deposited to the open environment as a result of the CONTRACTOR's flow control operations, he shall be responsible for all cleanup and disinfection of the affected area and all costs associated with same. The CONTRACTOR shall also be responsible for notifying the sewer system operating personnel and appropriate regulatory agencies and performing all required cleanup operations at no additional cost to the OWNER.

END OF SECTION

SECTION 33 01 30.83
WETWELL LINING SYSTEMS

PART 1 – GENERAL

1.01 SITE ACCESS

- A. Accessibility to the lift station shall be the responsibility of the CONTRACTOR, and all expenses associated with work site accessibility should be taken into consideration as part of the CONTRACTOR's bid preparation. Damage to existing pavement surfaces and base courses, and/or other surface improvements, as a result of the CONTRACTOR's activities, shall be restored to like-new condition by the CONTRACTOR at his sole expense. The CONTRACTOR shall implement all required measures to provide the OWNER's personnel and equipment with complete access to all work site areas during the entire course of performing this project.

1.02 SCOPE OF WORK

- A. The major elements of the proposed project work are summarized as follows: furnish all labor, materials, and equipment necessary to rehabilitate the interior surface areas of an existing sewer lift station and/or manhole structures using a structural composite liner system. The composite liner system shall consist of top layer which is corrosion resistant 100 percent (100%) solids epoxy coating system. The work includes mobilization, bypass pumping (as required), removal of any existing deteriorated coating, preparation of lift station and/or manhole structures to be lined, furnishing and applying the specified coating materials to the interior surface areas of the lift station, applicable QA/QC testing, clean-up, and demobilization.

1.03 INSPECTION OF THE WORK

- A. The ENGINEER will provide construction observation services to monitor project quality and determine conformance of the work with the specifications. Each step of the work described herein is subject to inspection and approval by the ENGINEER prior to proceeding with subsequent phases of the work.

1.04 MATERIALS AND EQUIPMENT

- A. All materials, equipment, and types of construction shall be in accordance with these Technical Specifications and shall conform to the requirements of all applicable laws, ordinances, and codes.

- B. All materials and equipment to be incorporated into the work shall be new, unused, and properly designed for the use intended. Materials and/or equipment which, in the opinion of the ENGINEER are inferior or of a lower grade than specified, or required, will not be accepted and shall be removed immediately from the project site.

1.05 EQUIVALENT PRODUCTS AND MATERIALS

- A. If "Or Equal" products are allowed herein, then all material or equipment submitted for consideration as "Or Equal" to that specified must include sufficient written information and data to demonstrate that the material or equipment conforms to the Contract Document requirements. The ENGINEER shall be the sole judge as to whether or not such material or equipment is equal to that specified or required herein.
- B. Upon rejection of any material or equipment submitted as the equivalent of that specifically named in the Contract, the CONTRACTOR shall furnish the specified material or equipment at no additional cost to the OWNER.
- C. Neither the approval by the ENGINEER of any alternate material or equipment as being equivalent to that specified, nor the furnishing of the material or equipment specified, shall in any way relieve the CONTRACTOR of responsibility for failure of the material or equipment, due to faulty design, material, or workmanship, to perform the functions required by the Contract Documents.

1.06 MATERIAL AND EQUIPMENT DELIVERY AND STORAGE

- A. The CONTRACTOR shall deliver materials in sufficient quantities to ensure the most timely and uninterrupted progress of the work. All materials and equipment shall be stored in strict accordance with the manufacturer's recommendations. Products shall also be stored and handled according to their Safety Data Sheets (SDS).

1.07 SPILL OR DISCHARGE OF WASTEWATER

- A. The discharge of wastewater into the environment is prohibited. All spills or discharges of wastewater shall be immediately reported to the ENGINEER, the OWNER, and the FDEP. The CONTRACTOR also shall immediately control, contain, and stop the spill or discharge and shall repair any damage at no additional cost to the OWNER.
- B. The CONTRACTOR is solely responsible for all fines and labor, materials, and equipment costs incurred by the OWNER for wastewater spills or discharges to the environment resulting from the CONTRACTOR's actions or the CONTRACTOR's negligence.

1.08 TECHNICAL REFERENCES

- A. ASTM – The published standards of the American Society for Testing and Materials, West Conshohocken, PA.
- B. NACE – The published standards of National Association of Corrosion Engineers (NACE International), Houston, TX.
- C. SSPC – The published standards of the Society of Protective Coatings, Pittsburgh, PA.
- D. Los Angeles County Sanitation District – Evaluation of Protective Coatings for Concrete.
- E. ASTM C 109 – Compressive Strength of Hydraulic Cement Mortars.
- F. ASTM C 293 – Flexural Strength of Concrete.
- G. ASTM C 321 – Bond Strength of Chemical Resistant Mortars.
- H. ASTM C 666 – Resistance of Concrete to Rapid Freezing/Thawing.
- I. ASTM C 596 – Drying Shrinkage of Mortar Containing Cement.
- J. AASHTO –T277 – Rapid Chloride Permeability of Cement.
- K. ASTM C 1244 – Concrete Sewer Manholes by Negative Air Pressure (Vacuum) Test.
- L. ASTM D 638 – Tensile Properties of Plastics.
- M. ASTM D 790 – Flexural Properties of Unreinforced and Reinforced Plastics.
- N. ASTM D 695 – Compressive Properties of Rigid Plastics.
- O. ASTM D 4541 – Pull-off Strength of Coatings Using a Portable Adhesion Tester.
- P. ASTM D 2584 – Volatile Matter Content.
- Q. ASTM D 2240 – Durometer Hardness, Type D.
- R. ASTM D 543 – Resistance of Plastics to Chemical Reagents.
- S. ASTM C 109 – Compressive Strength Hydraulic Cement Mortars.
- T. ACI 506.2-77 – Specifications for Materials, Proportioning, and Application of Shotcrete.
- U. ASTM C 579 – Compressive Strength of Chemically Setting Silicate and Silica Chemical Resistant Mortars.
- V. NACE 6/SSPC SP13 – Joint Surface Preparation Standard - Surface Preparation of Concrete.

1.09 SUBMITTALS

A. Product Data.

1. Technical data sheet on each product proposed to be furnished demonstrating compliance with these specifications including independent ASTM test results indicating the product conforms to the published technical data.
2. SDS for each product proposed to be furnished.

B. Application Guidelines.

1. Project specific guidelines and recommendations.
2. Proof of any required federal, state or local permits or licenses necessary for the project.
3. Design details for any ancillary systems and equipment to be used in site and surface preparation, application, and testing.
4. Written warranty.

C. Certifications.

1. Submit all Applicator Qualifications specified in Part 1.10 A.

1.10 QUALITY ASSURANCE

A. Applicator Qualifications.

1. Manufacturer certification that Applicator has been trained and approved in the handling, mixing, and application of the products to be used.
2. Certification that the equipment to be used for applying the products has been manufactured or approved by the cement or epoxy coating manufacturer and Applicator personnel have been trained and certified for proper use of the equipment.
3. Applicator shall initiate and enforce quality control procedures consistent with applicable ASTM, NACE, and SSPC standards and both the cementitious and epoxy material manufacturer's recommendations.

4. The installer/applicator shall submit a list of at least five (5) project references including project name, location, work performed, contract amount, completion date, contact person and phone number, and where similar work as specified herein has been performed.

1.11 WARRANTY

- A. The Applicator shall warrant all work against defects in materials and workmanship for a period of five (5) years, unless otherwise noted, from the date of final acceptance of the project. Applicator shall, within a reasonable time after receipt of written notice thereof, repair defects in materials or workmanship which may develop during said five (5) years period, and any damage to other work caused by such defects or the repairing of same, at his own expense and without additional cost to the OWNER.

PART 2 – LIFT STATION SURFACE CONDITION ASSESSMENT

2.01 QUALIFICATION OF APPLICABLE SURFACE REPAIR

- A. The existing substrate of the lift station and/or manhole structures to be rehabilitated under this project has been subjected to harsh biogenic hydrogen sulfide corrosion during its operational lifetime. It is anticipated that the depth of this corrosive attack and resulting degradation will likely vary by surface region throughout the interior walls, floor, and ceiling of the structure. In consideration of this variance in surface deterioration, the CONTRACTOR, in conjunction with the OWNER will conduct a surface area analysis of the existing substrate areas prior to commencement of any lining application. Surface areas will be classified based on the following condition assessments.

1. Condition I Surface Areas.

- a. The surface area, once cleaned and abraded, has experienced only minor biogenic corrosion to the host substrate, and deteriorated areas do not appear to compromise the load bearing integrity of the surface area. The surface loss in the Condition I areas should not exceed one inch (1.0").

2. Condition II Surface Areas.

- a. The surface area, once cleaned and abraded, may exhibit corrosion as evidenced in Condition I, but also has some areas with moderate to severe deterioration. Degradation may include signs of initial structural fatigue; however, the existing surface area should be sufficient to sustain

and support both soil and live loading. The surface loss in the Condition II areas should not exceed one and a half inches (1.5").

2.02 APPROPRIATE CONDITION BASED REPAIR METHODS

- A. Subsequent to the aforementioned condition assessment, the CONTRACTOR will execute the application of the appropriate condition based repair method. The appropriate repair method shall be based on the following minimum design.
 - 1. All surface areas identified as Condition I shall receive application of the specified calcium aluminate cementitious structural build-back material at a minimum thickness of one inch (1.0").
 - 2. All surface areas identified as Condition II shall receive application of the specified calcium aluminate cementitious structural build-back material at a minimum thickness of one and a half inches (1.5").
 - 3. All interior surface areas, regardless of area condition assessment, will receive an application of the approved epoxy coating material at a minimum uniform thickness of 150 mils.

PART 3 – PRODUCTS

3.01 EXISTING PRODUCTS

- A. Cementitious patching and repair materials shall not be used unless proof of suitability and compatibility with the herein approved cementitious and epoxy materials is provided in writing by the cementitious and epoxy material manufacturers. Project specific submittals should be provided including application, cure time, and surface preparation procedures that permit optimum bond strength with the epoxy coating.
- B. Remove existing coatings prior to application of the new cementitious lining and/or epoxy coating. Applicator is to maintain strict adherence to all manufacturer's recommendations with regard to proper surface preparation and compatibility with existing coatings.

3.02 COATING MANUFACTURERS

- A. Raven Lining Systems, Inc., Tulsa, Oklahoma (800)-324-2810 or (918)-584-2810, or ENGINEER approved equal.

- B. Spectrashield, 4527 Sunbeam Rd., Jacksonville, FL (904) 419-4892, or ENGINEER approved equal.

3.03 REPAIR MATERIALS

- A. Patching and infiltration control repair materials shall be used to fill voids, structurally reinforce, and/or rebuild surfaces, etc. as determined necessary by the OWNER and CONTRACTOR. Repair materials must be compatible for use with the specified cement and/or epoxy system and shall be applied in accordance with the manufacturer's recommendations.
- B. The following products may be accepted and approved as compatible repair and infiltration materials for use within the specifications:
1. Infiltration Control.
 - a. All fast setting infiltration control materials furnished shall be designed to be applied in dry powder form, with no prior mixing of water, directly to active leaks under hydrostatic pressure in manholes or related structures. Materials shall consist of rapid setting cements, siliceous aggregates, and various accelerating agents. Material shall not contain chlorides, gypsum, or metallic particles.
 2. Invert Repair and Patching.
 - a. All material furnished shall be designed to fill voids and to repair or reconstruct where no hydrostatic pressure exists. Material shall consist of rapid setting cements, high density non-absorptive aggregates, and various accelerating agents. Material shall not contain chlorides, gypsum, or metallic particles.
 3. Structural Cementitious Liner Material.
 - a. Material shall consist of a one component, fiber reinforced, fused calcium aluminate mortar, enhanced with a high density, chemically stable monocrystalline quartz aggregate.
 4. Epoxy Coating Material.
 - a. Material shall consist of a 100 percent (100%) solid, solvent-free two (2)-component epoxy resin system that is thixotropic in nature and filled with select fillers to minimize permeability and provide sag resistance.

Product Type	Amine Cured Epoxy
Solids Content (% volume)	100
Mix Ratio	Three to One (3:1)
Compressive Strength (psi)	18,000
Tensile Strength (psi)	7,600
Tensile Elongation (%)	One and a Half (1.5)
Flexural Strength (psi)	13,000
Hardness, Type D	88
Bond Strength – Concrete	>Tensile Strength of Concrete
Chemical Resistance	
Severe Municipal Sewer	All Types of Service

3.04 EPOXY COATING APPLICATION EQUIPMENT

- A. Only manufacturer approved heated plural component spray equipment shall be used in the application of the specified epoxy coating. No hand or brush application of the epoxy materials will be allowed.

PART 4 – EXECUTION

4.01 APPLICATOR QUALIFICATIONS

- A. Repair material applicators shall be trained to properly apply the cementitious mortar according to manufacturer's recommendations.
- B. All cementitious and epoxy materials must be applied by a Certified Applicator of the product manufacturer and according to manufacturer specifications.

4.02 SURFACE PREPARATION

- A. Applicator shall inspect all specified surfaces prior to surface preparation. Applicator shall notify OWNER of any noticeable disparity in the surfaces that may interfere with the proper preparation or application of the specified repair materials.
- B. Applicator personnel shall directly perform all aspects of surface preparation and shall not subcontract any element of surface preparation.
- C. All contaminants including: oils, grease, incompatible existing coatings, waxes, form release, curing compounds, efflorescence, sealers, salts, or other contaminants shall be removed. All concrete or mortar that is not sound or has been damaged by chemical exposure shall be removed to a sound concrete surface or replaced.
- D. Surface preparation method(s) should be based upon the conditions of the substrate, service environment and the requirements of the appropriate condition based repair method to be applied. Surfaces to receive repair materials shall be cleaned and abraded to produce a sound surface with adequate profile and porosity to provide a strong bond between the repair materials and the substrate.
- E. Infiltration shall be stopped by using a material that is compatible with the appropriate and selected condition based repair method. All costs associated with minor infiltration control shall be considered inclusive with the cost of the application of the appropriate cement and/or epoxy application. Moderate to severe infiltration control may require the use of chemical injection grouting. If warranted, chemical injection grouting will involve a separate Payment item based of the contract unit price bid in the Itemized Proposal for each grouting application.
- F. All surfaces shall be examined by the Inspector both during and after preparation and before the repair material is applied.

4.03 APPLICATION OF CEMENTITIOUS LINER MATERIAL

- A. For each bag of product, use the amount of water required per manufacturer's recommendations following mixing procedures noted on product container and using the approved equipment for mixing and material application. The cementitious liner material will require only the addition of potable water during mixing. No other materials will be added during the mixing process without prior written consent from the material manufacturer.
- B. Once materials have been mixed to an appropriate consistency, caution should be taken as to not over mix the mortar material.

- C. The surface prior to application of the cementitious liner shall be clean and free of all foreign material and shall be damp without noticeable free water droplets or running water, but totally saturated just prior to application of the liner material. No application shall be made to a dry surface.
- D. The material shall be spray applied in a consistent manner to create a minimum uniform thickness per appropriate surface area condition assessment.
- E. Troweling of the liner material shall begin immediately following the spray voids in the manhole wall, and creating a relatively smooth finish on the surface of the liner material. Precautions should be taken not to overtrowell the material.
- F. Immediately upon completion of the troweling phase, a wet-brush finish shall be applied to all surface areas of the cementitious liner material.
- G. The cementitious liner material shall be cured in accordance with ACI recommendations. A water based curing compound may be used when necessary.
- H. The liner material, once placed, shall have a minimum of eight (8) hours cure time before being subjected to active flow of surcharge.
- I. In high traffic areas, the manhole should be barricaded and traffic withheld for a minimum of 12 hours after application is complete.
- J. Caution should be taken to minimize exposure of applied product to sunlight and air movement. If application of additional materials is to be longer than 15 minutes, the structure shall be covered. At no time, should the finished product be exposed to sunlight or air movement for longer than 15 minutes before covering or closing access. In extremely hot and arid climates, the manhole shall be shaded while reconstruction is in process. In environments where humidity level is below 70 percent (70%), it shall be necessary to keep finished product damp for the first 72 hours.
- K. No application shall be made to frozen surfaces or if freezing is expected to occur within the substrate within 24 hours after the application. Precautions shall be taken to keep the mix temperature at time of the application below 90°F. Mix water temperature shall not exceed 80°F. Mix water may be chilled with ice if necessary.
- L. Payment will be made on the basis of the contract unit price bid in the Itemized Proposal for each square foot of cementitious build-back that is installed.

4.04 APPLICATION OF EPOXY COATING

- A. Application procedures shall conform to the recommendations of the epoxy coating manufacturer, including material handling, mixing, and environmental controls during application, safety, and spray equipment.
- B. The spray equipment shall be specifically designed to accurately ratio and apply the specified epoxy coating materials and shall be regularly maintained and in proper working order.
- C. Testing for soundness of substrate: upon completion of initial surface preparation, Applicator shall make a visual examination of the surfaces that were prepared to identify areas requiring additional preparation. A screwdriver shall be used to scratch the surface. Should the screwdriver easily remove or dig into any portion of the surface, further preparation shall be required. Retest until a screwdriver cannot scratch the surface.
- D. Testing for contaminants: a water drop test shall be used to test the surface for the presence of hydrophobic contaminants. Applicator shall place a drop of water on the surface in at least four representative locations in the manhole and its wetting behavior shall be observed. If the water droplet flattens out and “wets out” the surface, it is likely the surface is not contaminated. If the water droplet beads up and does not “wet out” the surface, it is likely the surface is contaminated. To remove hydrophobic contaminants the Applicator shall either add an epoxy coating manufacturer approved degreaser to the water blasting process and rewash the interior of the manhole, or utilize another process such as steam cleaning, sodium bicarbonate injection, or abrasive blasting for removal of the contaminants. If contaminants are found and removed, retest the contaminated areas using the water drop test until the contaminants are gone.
- E. Ambient conditions: Applicator shall record air temperature inside the manhole and prevailing weather conditions at the time of coating application.
- F. Specified and properly prepared surfaces shall be coated by roller or spray application of a moisture tolerant, solvent-free, 100 percent (100%) solid, epoxy primer as further described herein. Application shall cover all specified surfaces to a minimum dry film thickness of 150 mils.
- G. During application, Applicator shall regularly perform and record epoxy coating thickness readings with a wet film thickness gage, such as those available through Paul N. Gardner Company, Inc. meeting ASTM D 4414 – Standard Practice for Measurement of Wet Film Thickness of Organic Coatings by Notched Gages, to ensure uniform thickness during application.

- H. Top coating or additional coats of the epoxy coating should occur as soon as the prior coat becomes tack free, but no later than the recoat window for the specified products (24 hours). Additional surface preparation procedures will be required if this recoat window is exceeded.
- I. Installation of the epoxy coating shall not commence until the concrete substrate has properly cured in accordance with these specifications.
- J. Payment will be made on the basis of the contract unit price bid in the Itemized Proposal for each square foot of manhole epoxy application.

PART 5 – ANCILLARY LIFT STATION REPAIR ITEMS

5.01 BYPASS PUMPING

- A. If warranted to facilitate any aspect of the manhole or lift station restoration process, the CONTRACTOR shall provide a bypass pumping system that is capable of handling a minimum flow as indicated on plans.
- B. Any requirement for bypass pumping shall be submitted by the CONTRACTOR to the ENGINEER for review and approval prior to commencement of actual sewer bypass. The ENGINEER shall have sole discretion in determining the necessity for any bypass pumping. No bypass pumping shall be executed without prior approval of the ENGINEER.
- C. Payment will be made on the basis of the contract unit price bid in the Itemized Proposal for any specific structure that requires bypass pumping. Payments for manhole bypass pumping will be limited to one installment per manhole. Any subsequent or additionally required bypass pumping will be at the sole responsibility and expense of the CONTRACTOR.

PART 6 – INSPECTION AND PERFORMANCE TESTING

6.01 PROTECTIVE LINER INSPECTION

- A. After the specified repair and rehabilitation work has been completed, the lift station shall be visually reviewed and tested by the CONTRACTOR in the presence of the OWNER. Visual review shall be for water tightness against leakage of water into the structure. All visible leaks and defects observed during the review shall be repaired to the OWNER's satisfaction. There shall be no visible infiltration.

6.02 PROTECTIVE LINER PERFORMANCE TESTING

- A. In addition to the visual inspection, will be subjected to the following in-field performance testing requirements as a prerequisite for CONTRACTOR payment.
- B. All equipment, materials, and work associated with the prescribed performance testing requirements shall be at the sole expense of the CONTRACTOR.

6.03 EPOXY COATING SPARK TESTING

- A. The epoxy coating shall be tested using a holiday or spark test method to identify any pinholes or holidays that were not detected during the visual inspection.
- B. The CONTRACTOR shall perform holiday detection on all surfaces coated with the epoxy coating in the presence of Inspector.
- C. After the epoxy coating has set hard to the touch, surfaces shall first be dried; an induced holiday shall then be made on to the coated concrete surface and shall serve to determine the minimum/maximum voltage to be used to test the coating for holidays at that particular area.
- D. The spark tester shall be initially set at 100 volts per one (1) mil (25 microns) of film thickness applied but may be adjusted as necessary to detect the induced holiday (ref. NACE RPO188-99).
- E. All detected holidays shall be marked and repaired by abrading the coating surface with grit disk paper or other hand tooling method. After abrading and cleaning, additional epoxy coating material can be hand applied to the repair area. All touch-up/repair procedures shall follow the epoxy coating manufacturer's recommendations.

END OF SECTION

SECTION 33 05 05.31
HYDROSTATIC TESTING

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

- A. The CONTRACTOR shall be responsible for the pressure testing of all systems prior to placing them in service.
- B. The pressure testing shall be as required to prove that the piping is left in proper condition for satisfactory operation under the conditions specified.

PART - MATERIALS AND EQUIPMENT
(Not Applicable)

PART 3 - EXECUTION

3.01 PRESSURE AND LEAKAGE TESTS

- A. Tests shall be conducted in the presence of and to the satisfaction of the ENGINEER and of authorities having jurisdiction over the work. Notice shall be given prior to start of tests.
- B. Field pressure and leakage tests shall be conducted on the following:
- C. Force Mains.
 - 1. Mains shall be subjected to a leakage test. This test measures the amount of water required to be supplied to newly laid pipe to maintain a specific pressure after the pipe has been filled with water and the air expelled. The duration of this test shall be not less than two hours and the test pressure shall be 100 psig as measured at the end point in the line. The maximum allowable leakage shall not exceed the limits specified in AWWA C-600.

3.02 ENGINEER'S RIGHT TO RETESTING

- A. Should the CONTRACTOR refuse or neglect to make any tests necessary to demonstrate the integrity of the completed system, the ENGINEER may retain the services of an outside consultant to make all such tests and their resulting adjustments and balance.
- B. The costs for such tests shall be deducted from amounts owing to the CONTRACTOR and shall not be borne by the OWNER.

END OF SECTION

SECTION 33 05 61
CONCRETE MANHOLES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: The work under this Section includes the design, casting, delivery and erection of concrete structures as indicated on the Drawings.
- B. RELATED WORK SPECIFIED ELSEWHERE
 - 1. Section 03 60 00: Grouting
 - 2. Section 09 90 00: Painting and Coating
 - 3. Section 07 72 33: Roof Hatches

1.02 QUALITY ASSURANCE

- A. Standards: Unless otherwise indicated, all materials, workmanship and practices shall be in accordance with the current editions of the following standards:
 - 1. Standard Building.
 - 2. ACI 318, Building Code Requirements for Reinforced Concrete.
 - 3. PCI MNL 116, Manual for Quality Control for Plants and Production of Precast Concrete Products.

1.03 SUBMITTALS

- A. The following information shall be submitted for approval. Fabrication shall not begin until submission has been approved.
 - 1. Quality Control: Satisfactory evidence shall be submitted that plant and production methods meet the requirements of PCI MNL 116.
 - 2. Design: Complete calculations including shear, moment, buoyancy, and camber calculations shall be submitted. All computation sheets shall bear the seal of a Professional Engineer registered in the State of Florida. Design water table shall be assumed to be at finished grade.

3. Shop Drawings: Complete fabrication and erection drawings shall be submitted. All drawings shall bear the seal of a Professional Engineer registered in the State of Florida.

B. Manufacturer's data sheets shall be submitted on the following:

1. Joint mastic and gaskets.
2. Pipe connections.
3. Grout material.
4. Hatches and manhole covers

1.04 DELIVERY, STORAGE AND HANDLING

- A. Transportation and erection shall be done by qualified personnel using proper equipment. Lifting and supporting shall be done only at points indicated on the shop drawings.

PART 2 - PRODUCTS

2.01 MATERIALS AND FABRICATION

A. Precast Concrete Structures:

1. Design loads shall consist of dead load, live load, impact, soil loads and loads due to water table, as well as other loads which may be imposed upon the structure. Wetwells and manholes shall be designed in accordance with ASTM C-478. The minimum wall thickness for wetwells up to 7 feet I.D. shall be 8 inches. The minimum wall thickness for wetwells 8 feet 0 inches to 12 feet 0 inches I.D. shall be 10 inches. The minimum wall thickness for 4 foot I.D. manholes shall be 6 inches. The minimum wall thickness for valve vaults shall be 6 inches.
2. Forms used for precast concrete shall be of metal and sufficiently designed and braced to maintain their alignment under pressures of the concrete during placing. Base and first section of precast structures shall be an integral cast.
3. Aggregates: All aggregates, fine and coarse, other than lightweight aggregate shall conform to ASTM C33. Lightweight aggregates, fine and coarse, shall conform to ASTM C330.
Aggregates shall be free of deleterious substances causing reactivity with oxidized hydrogen sulfide. Both types of aggregate shall be graded in a manner so as to

produce a homogenous concrete mix. All materials are to be accurately weighed at a central batching facility for mixing.

4. Cement shall be Portland cement Type II.
5. Minimum compressive strength of concrete used for precast concrete structures shall be 4000 psi at 28 days.
6. Placing. All concrete shall be handled from the mixer or transport vehicle to the place of final deposit in a continuous manner, as rapidly as practicable, and without segregation or loss of ingredients, until the approved unit is completed. Maximum elapsed time from batching to placement shall be 2 hours. Concrete shall be placed in layers not over 2 feet deep. Each layer shall be compacted by mechanical internal or external vibrating equipment. Duration of the vibration cycle shall be limited to the time necessary to produce satisfactory consolidation without causing objectionable segregation.
7. Curing:
 - a. For purposes of early reuse of forms, precast concrete may be steam cured after an initial set has taken place. The steam temperature shall not exceed 160°F, and the temperature shall be raised from normal ambient temperatures at a rate not to exceed 40°F per hour.
 - b. The steam cured unit shall not be removed from the forms until sufficient strength is obtained for the unit to withstand any structural strain to which it may be subjected during the form stripping operation. After the stripping of forms, further curing by means of water spraying or a membrane curing compound may be used, and shall be of a clear or white type, conforming to ASTM C 309.
8. Reinforcing steel shall be sufficiently tied to withstand any displacement during the pouring operation. All bars shall be Grade 60.
9. Joints shall be tongue and groove pipe ends sealed with round or other flexible type natural rubber joint ring gaskets in conformance with ASTM C433 or by a flexible performed bitumastic sealing material equal to Ram-Nek as manufactured by R.K. Snyder and Co., Houston, Texas. If rubber joint ring gaskets are used, interior and exterior voids in the pipe joints shall be sealed with flexible sealing material specified above, installed in strict accordance with the manufacturer's printed instructions. If manhole sections are sealed with a flexible preformed bitumastic sealing material, adequate material shall be applied so that "squeeze out" occurs at the interior and exterior of the joint. Rubber joint ring gaskets and

flexible preformed bitumastic sealing material shall be provided by the manhole manufacturer.

10. Eccentric precast concrete cone sections shall be manufactured of precast concrete with reinforcing and joints as specified above for straight riser.
 11. Lifting holes through the structures are not permitted. Equally spaced lifting lugs, rings or non-penetrating lift inserts shall be provided.
 12. Top slabs for shallow manholes, valve vaults, and pumping station wet wells may be precast or cast-in-place. Steel reinforcing shall be as required for the dead load of the slab plus an H-20 designation live load. Concrete for top slabs shall have a compressive strength of 4000 psi at 28 days. Thickness of concrete for top slabs shall be a minimum of 6 inches for shallow manholes and valve vaults and 8 inches for pumping station wet wells.
 13. Manholes inverts shall be precast into the manhole base section by the manhole manufacturer unless prior approval is obtained from the Engineer to construct inverts in the field. The drop from inlet to outlet shall be a minimum of one inch unless approved by the Engineer. The channel height of the manhole invert shall match the crown of the exit sewer. Manhole benches shall be sloped a minimum of one inch per foot from the outside periphery of the manhole to the edge of the invert channel.
- B. Sealing Compound and Grout: Plastic sealing compound shall comply with Federal Specification SS-SS-00210. Mortar shall comply with ASTM C387, Type S, or use grout complying with Section 03 60 00.
- C. Pipe Connections:
1. Pipe connections for wet wells and manholes shall be resilient, waterproof connections designed in accordance with ASTM C923 "Resilient Connectors Between Reinforced Concrete Manhole Structures and Pipes". Resilient pipe connectors shall either be cast into the manhole wall or installed following casting in a cored section of the manhole wall. Resilient connectors shall either be a gasket type connector equal to the A-Lok pipe to manhole seal as manufactured by Atlantic Concrete Products, Inc., or a flexible neoprene boot with stainless steel clamps equal to KOR-N-Seal System as manufactured by the Dukor Corporation. When the pipe is installed in the resilient manhole connector, the pipe shall be capable of 20° minimum deflection in any direction.

2. Pipe connections for wall penetrations for valve vaults and for manholes and wetwells where resilient connectors cannot be used shall be provided with wall sleeves and link seals.
- D. Frames and Covers: Cast iron manhole frames and covers shall be provided for manholes and aluminum access hatches shall be provided for wetwells and valve vaults as specified below:
1. Standard Manhole Frames and Covers: Shall be gray iron castings conforming to ASTM A48, Class 30B for Gray Iron Castings; and shall be smooth, true to pattern, free from blow holes, sand holes, projections and other harmful defects. The seating surfaces of both the frame and cover shall be machined so that the cover will not rock after it has been seated. The cover shall be provided with a precisely machined dovetail groove with a neoprene O-ring gasket to provide a self sealing cover. The gasket shall be glued in place at the foundry. The manhole cover shall be solid with two non-penetrating pick holes. Manholes frames and covers shall be coated on all non-machined surfaces with three coats of coal tar epoxy as specified for the Class 7 Coating System in Section 09 90 00. Manhole frames and covers shall be U.S. Foundry and Manufacturing Corp. No. 38B, Ref. Cat. No. 225, Neenah Foundry Company No. R-1642 with a Type "B" cover or an equal approved by the Engineer.
 - a. Anchor Bolts: Anchor bolts for bolting manhole frame to precast manholes shall be 3/4 inch diameter galvanized all thread steel rods with a 5 inch hook for embedment in the precast manhole top. The bolts shall be of sufficient length to provide a minimum 2 inch thread projection through the flange of the manhole frame. Two anchor bolts shall be cast into the precast manhole top section or slab, positioned at 180 degrees, at the time of manufacturer. Manhole frames shall be drilled to match the bolt settings prior to coating.
 2. Aluminum Access Hatches: Aluminum hatches shall be provided for wetwells and valve vaults sized as indicated on the Drawings. Access hatches shall be as specified in Section 07 72 33.
- E. Coatings:
1. Interior and exterior surfaces of precast structures shall be coated with a primer coat and three finish coats of coal tar epoxy as specified in Section 09 90 00.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. **Earthwork:** The Contractor shall prepare an excavation large enough to accommodate the structure and permit sealing of openings, waterproofing, and backfilling operations. Earthwork shall conform to the applicable sections of Division 31.
- B. **Installation of Precast Concrete Structures:** Precast concrete structures shall be constructed in a workmanlike manner at the locations and dimensions indicated on the Drawings. Precast structures shall be set on foundation of crushed stone, 12 inches thick. Crushed stone material shall be a well graded crushed stone or crushed gravel meeting the requirements of ASTM C33, Gradation No. 67 (3/4 inch to No. 4 sieve). The precast structures shall be constructed such that the structure will not transmit dead or live loads to the piping. Care shall be taken to prevent earth and other material from entering precast structures.
- C. **Sealing and Grouting:** Fill all interior and exterior joints between precast sections with a joint sealant, as recommended by the structure manufacturer.
 - 1. Set each precast concrete unit plumb on a bed of sealant to make a watertight joint at least 2 inch thick with the concrete base or with a preceding unit. Point the inside joint and wipe off the excess sealant.
 - 2. Assemble units so that the cover conforms to the elevations shown on the Drawings.
 - 3. Pipe connections at precast structures shall be provided at the locations shown on the Drawings. Connections shall be resilient and waterproof.
 - 4. All voids in interior and exterior manhole section joints and lift holes for manhole sections shall be filled with a non-shrinking, non-metallic grout. Grout shall be applied and cured in strict accordance with the manufacturer's recommendations. The grout shall be finished smooth and flush with the wall surface of the manhole.
- D. **Manhole Flow Channels and Bench Walls:**
 - 1. Unless prior approval is obtained from the Engineer, manhole flow channels (inverts) and bench walls shall be precast into the manhole base section as specified above.
 - 2. Upon prior approval from the Engineer, manhole inverts may be constructed in the field. Invert channel bottoms shall be smooth and semicircular in shape

conforming to inside of adjacent sewer sections. Changes in direction of flow shall be made with a smooth curve of as large radius as the size of manhole will permit. Changes in size and grade of channels shall be made gradually and evenly to give a smooth uninterrupted flow pattern through the manhole. Channel height shall match the crown of the connection sewer pipe exiting the manhole. Manhole bench walls shall be smooth and shall slope one inch per foot from the edge of the invert channel to the precast manhole wall. Invert channels may be constructed by forming in concrete or by building up brick and mortar to form the manhole bench walls on each side of the channel, and plastering over bricks with cement mortar with a minimum thickness of 2 inch. Manhole invert construction shall only be performed by experienced and qualified workmen.

3. Bricks used to construct manhole invert channels and bench walls shall be standard size (22 in. H X 4 in. W X 8 in. L) brick in conformance with ASTM C32 "Sewer and Manhole Brick (Made From Clay and Shale)", Grade MS. Mortar used for masonry work shall be prepared by thoroughly mixing: One (1) volume of Type II Portland Cement with three (3) volumes of sand and sufficient clean water to produce a rich mass of approved consistency. Mixing mortar on the ground or any paved surface shall not be permitted. Sand to be used in making mortar shall be clean, well-graded, and shall pass a standard No. 4 sieve.

E. Setting Frames and Covers:

1. Unless otherwise indicated on the Drawings, in unpaved areas the tops of manholes shall be set 0.2 feet above finished grade and the tops of wetwells and valve vaults shall be set 0.5 feet above finished grade.
2. The top of all precast manholes may be brought to proper grade for receiving manhole frame by using not more than three courses of brick or precast concrete grade rings. Bricks and mortar used for manhole top grade adjustments shall be as specified above in Paragraph 3.01.E.3. Precast concrete grade rings shall be precast with steel reinforcement in conformance with ASTM C478 and concrete with a compressive strength of 4000 psi in 28 days. Precast concrete grade rings shall be manufactured in half annular shapes for ease of handling. The grade ring dimensions shall be 2 inches thick with an annular width of 8 inches and an inside diameter of 24 inches.
3. Masonry construction shall be performed by experienced and qualified workmen only. All work shall be laid plumb, straight, level, square and true. Brick shall be laid in full beds of mortar and shoved into place. All joints shall be full and not more than 2 inch in thickness. The Contractor shall set in place and bond in the masonry all necessary anchor bolts and miscellaneous items specified elsewhere.

The masonry walls shall be plastered on the inside and outside with a one-half inch coat of Portland Cement mortar.

4. Following curing of any masonry construction required for manhole top adjustment, set manhole frame in a bed of 3 to 2 inch thick flexible bitumastic sealing material (Ram-Nek) and anchor in place with two 3/4 inch diameter anchor bolts, which shall be securely embedded in the top of the manhole. Seal the flange of the manhole ring to the top of the manhole with cement mortar.
- F. Interior Lining: The interior coating system shall be applied following installation of the precast structures and any piping or equipment which will penetrate or attach to the walls. Surface preparation and application of the coating system shall be in strict accordance with the manufacturer's recommendations. Refer to Section 09 90 00 for additional specifications.
- G. Backfill: After the structure and all appurtenances are in place and approved, backfill shall be placed to the original ground line or to the limits designated on the Drawings. Backfill material shall consist of sand or loose earth, free from stones, clods, or other deleterious material. It shall be placed in horizontal layers not exceeding 12 inches in depth, and shall be moistened and thoroughly compacted to a minimum relative density conforming to the requirements of Division 31.

END OF SECTION

SECTION 33 30 00
SANITARY SEWERAGE

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. The work included under this section consists of furnishing all labor, equipment and materials necessary for the construction of sanitary sewer, sewer connections and appurtenances as shown on the drawings or specified herein.
- B. Related Work Specified Elsewhere:
 - 1. Section 31 23 00: Excavation and Fill
 - 2. Section 03 30 00: Cast-In-Place Concrete
 - 3. Section 01 33 23: Shop Drawings, Product Data, and Samples
 - 4. Section 09 90 00: Painting and Coating

1.02 SUBMITTALS

- A. Shop drawing manufacturer's literature and other descriptive material of all equipment and materials shall be submitted in accordance with Section 01 33 23.
 - 1. Precast manholes
 - 2. Manholes frames, covers, and other castings
 - 3. Catalog Data: Submit for pipe and fittings
 - 4. Manhole - Pipe Connections

1.03 DAMAGE CONTROL - PVC PIPE

- A. Transportation: Care shall be taken during transportation of the pipe that it is not cut, kinked or otherwise damaged.
- B. Handling Pipe Lengths:
 - 1. Ropes, fabric or rubber protected slings and straps shall be used when handling pipe.
 - 2. Chains, cables or hooks inserted into the pipe ends shall not be used. Two (2) slings spread apart shall be used for lifting each

length of pipe. Pipe or fittings shall not be dropped onto rocky or unprepared ground.

- C. Storage: Pipes shall be stored on level ground, preferably turf or sand, free of sharp objects which could damage the pipe.
 - 1. Stacking of the polyvinyl chloride pipe shall be limited to a height that will not cause excessive deformation of the bottom layers of pipes under anticipated temperature conditions.
 - 2. Where necessary due to ground conditions the pipe shall be stored on wooden sleepers, spaces suitable and of such width as not to allow deformation of the pipe at the point of contact with the sleeper or between supports.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Polyvinyl chloride pipes: Plastic gravity sewer pipe and fittings shall be unplasticized polyvinyl chloride (PVC) and conform to the requirements of ASTM Designation D-3034 or ASTM F-679, Type PSM, Class 12454-B or 12454-C, SDR-35 with elastomeric gasket joints. PVC pipe and fittings shall be as manufactured by Johns-Mansville, Certainteed, H&W Industries, or equal.
- B. Plastic (PVC) sewer fittings shall conform to the requirements of ASTM D-3034 standard with minimum wall thickness of SDR 35. Fittings 8 inch and smaller shall be molded in one piece with gasket joints that are of a molded "locked in" design to prevent loss during transport or "fish mouthing" during pipe insertion. The minimum socket depths shall comply with ASTM D-3034. Fittings 10 inch and larger shall be molded or fabricated in accordance with manufacturers standard pipe bells and gaskets. Gaskets shall have minimum cross sectional area of 0.20 square inch and conform to ASTM F0477 standard. PVC material shall have a cell classification of 12364-B or C as defined in ASTM D-1784. All fittings shall be supplied by one manufacturer and shall comply with the following additional ASTM standards: ASTM F-1336, ASTM d-3212, and ASTM F-913. All PVC fittings must be certified by CSA to the CSA B182.1 and CSA B182.2 standards as third party certification.
- C. Where indicated on the drawings large diameter PVC may be used conforming to the requirements of AWWA C-905.
- D. Ductile iron pipe:

1. Ductile iron sewer pipe shall conform to the requirements of ANSI Standard A21.51, Class 50. Pipe shall be epoxy lined as specified herein. Bituminous coating shall be applied to the outside of pipe as specified in ANSI Standard A21.51. Joints shall be mechanical or push-on and conform to ANSI A21.11. Gaskets shall be of neoprene and shall have plain tips unless otherwise specified.
 2. Pipe lining shall be epoxy as specified in Section 09 90 00: Painting and Coating
- E. Concrete and reinforcing steel: Concrete and reinforcing steel shall conform to the requirements of Division 3: Concrete of these specifications. Concrete classes for the various purposes shall be as follows:
1. Manhole bottoms: Class "A"
 2. Pipe and riser encasement: Class "B"
 3. Protective slabs: Class "B"
- F. Castings: Gray iron castings for manhole frames, covers and other items shall conform to the ASTM Designation A-48, Class 30, and shall be U.S. Foundry and Manufacturing Corp., or equal. Castings shall be true and pattern in form and dimensions and free of pouring faults and other defects in positions which would impair their strength, or otherwise make them unfit for the service intended. The seating between frames and covers shall be machined to fit true. No plugging or filling will be allowed. Lifting or "pick" holes shall be provided but shall not penetrate the cover. Casting patterns shall conform to those shown on the drawings. All manhole frames and covers shall be traffic bearing unless otherwise specified. Frames shall be suitable for the future addition of cast iron rings for upward adjustment of top elevation. Frame and cover shall have machined edges along with rubber gaskets for water-resistant closure.
- G. Terminal manholes: Manhole frames and covers shall provide a clear opening equal to the connecting pipe and shall be round, solid lid, Neeah No. R-1974-A, or equal. Covers shall be marked "SANITARY".
- H. Brick: Brick for manhole construction shall be dense, hard burned, shale or clay brick conforming to ASTM Designation C32, Grade MS.
- I. Cement mortar: Cement mortar for manhole construction shall be as specified in ASTM Designation C-270, Type M, except the cement shall be Portland Type II. No mortars that have stood for more than one hour shall be used.

- J. Miscellaneous materials: Additional items of construction such as cleanouts, special manholes and other items necessary for the complete installation of the system shall conform to specific details on the drawings and shall be constructed of first-class materials conforming to the applicable portions of these specifications.
- K. Pipe connections: All opening for pipes in manholes shall be sealed watertight by Kor-N-Seal, Link Seal or equal.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Upon satisfactory excavation of the pipe trench, as specified in Section 31 23 00: Excavation and Fill, a continuous trough for the pipe barrel and recesses for the pipe bells shall be excavated by hand digging so that, when the pipe is laid in the trench, true to line and grade, the pipe and barrel will receive continuous uniform support and the bell will receive no pressure from the trench bottom.
- B. The interior of all pipe shall be thoroughly cleaned of all foreign material before being lowered in the trench and shall be kept clean during laying operations by means of plugs, other approved methods.

3.02 INSTALLATION

- A. Sewer pipe:
 - 1. General:
 - a. Pipe laying shall proceed upgrade with spigot ends pointing in the direction of flow. Before pipe is joined, gaskets shall be cleaned of all dirt and stones and other foreign material. The spigot ends of the pipe and/or pipe gaskets shall be lubricated lightly with a lubricant as specified by the pipe manufacturer and approved by the Engineer. Sufficient pressure shall be applied to the pipe so as to properly seat the socket into the bell of the pipe. All pipes shall be laid straight, true to the lines and grades shown on the drawings in each manhole section.
 - b. Any pipe which is disturbed or found to be defective after laying shall be taken up and relaid or replaced.
 - c. Approved utility crossing signs shall be placed on the pipe alignment at each side of a waterway crossing.

2. PVC Pipe:

- a. Handling pipeline: The handling of the joined pipe line shall be in such a manner that the pipe is not damaged by dragging it over sharp and cutting objects. Section of the pipes with deep cuts and gouges shall be removed.
- b. Lowering pipe into trench: Care shall be exercised when lowering pipe into the trench to prevent damage to or twisting of the pipe.
- c. Special precautions: PVC pipe connected to heavy fittings, manholes and rigid structures shall be supported in such a manner that no subsequent relative movement between the pipe and the joint with the rigid structures is possible.

B. Service Connections:

1. Service connections, of the type called for on the drawings, shall be provided in accordance with the details as shown or indicated on the drawings.
2. Where called for on the drawings, sewer pipe of the size and type noted shall be extended above grade and plugged with an approved removable plastic plug. All connections and changes of direction shall be made using standard fittings designed for the purpose.
3. Where no curb exists or is planned, locations shall be adequately marked by a method approved by the Owner.

C. Concrete encasement: Class B concrete encasement shall be constructed in accordance with the details shown on the drawings. Encasement shall be constructed where:

1. The sewer or service crosses over, or at a depth which provides less than 18 inches clear distance between pipes when crossing under potable water mains. Encasement shall extend a minimum of 10 feet of each side of the point of crossing. In lieu of encasement, the sewer line may be constructed of ductile iron pipe and shall be laid such that both joints will be at least 10 feet from the crossing.

2. The Owner shall order the line encased:
 - a. If, through failure to provide suitable trench sheeting, or other causes, the maximum width for trench excavations, as specified elsewhere in these specifications, is exceeded, the contractor shall construct concrete encasement around the pipe for the length of the excessive excavation. No payment will be made for the concrete encasement required due to excessive trench widths.
 - b. The points of beginning and ending of sewer, or service pipe encasement shall be not more than 6 inches from a pipe joint to protect the pipe from cracking due to uneven settlement of its foundation or the effects of superimposed live loads.
- D. Concrete protective slabs: Concrete protective slabs as shown on the drawings shall be constructed over gravity sewers that have less than 3 feet of cover from finish grade.
- E. Manholes:
 1. General: Where shown on the drawings, the contractor shall place stub-outs for future extensions. Both the manhole and exterior ends of all such stub-outs shall be closed with watertight plugs removable without damage to the pipe. One (1) section of pipe as shown on the plans shall be laid at each manhole stub-out.
 - a. Outside drop connections shall be made in accordance with the details therefore shown on the drawings.
 - b. The invert channels shall be smooth and accurately shaped to a semicircular bottom conforming to the inside of the adjacent sewer section. Steep slopes outside the invert channels shall be avoided. Changes in size and grade shall be made gradually and evenly. Changes in the direction of the sewer or entering branch shall be a smooth curve with radius as long as practicable. Invert channels shall also be formed for pipe stub-outs.
 - c. Prior to backfilling, each manhole/wetwell section joint shall be wrapped with "EZ-Wrap" butyl adhesive tape as manufactured by

Press-Seal Gasket Corp, Concrete Supply Products Co., Fort Wayne, IN. Installation shall be in accordance with the manufacturers' written instructions and shall include the use of "EZ-Stik" #4 primer prior to application of adhesive tape. This requirement is in addition to the use of "Ram-Neck" sealant at each joint.

- d. The interior and exterior surfaces of all manholes shall be coated prior to installation in accordance with Section 33 05 61. Upon installation, inside coating will be touched up.
- e. Frames and covers shall be set accurately to grade to conform to the finished grade of the adjacent areas or final road wearing surface grade. All covers shall be watertight.
- f. Manholes shall be completed as the work progresses so that testing as prescribed in paragraph 3.03 may be completed.

2. Manholes, precast concrete:

- a. Precast manholes shall conform to the requirements of Section 33 05 61: Concrete Manholes.
- b. Precast manholes tops, shall terminate at such elevations as will permit laying up brick courses under the manhole frames to make allowance for future street grade adjustments. (See plan details.)
- c. Drop connections, where required on precast manholes, shall be manufactured with the manhole elements at the casting yard. The manufacturer shall submit for approval the method of drop manhole construction.
- d. The first pipe joint outside the manhole shall be located a maximum distance of 3 feet from the outside surface of the manhole base slab.
- e. Where additional pipe connections or modifications of existing factory made openings are required on new or existing precast concrete manholes, penetrations shall be by coring and installation of Kor-N-Seal or Link Seal. If this method is not deemed feasible by the Owner's representative, all cutting relative to the manhole shall be performed only by a power driven abrasive wheel or saw. It is specifically noted that such alternate connections to existing manholes shall be installed in accordance

with the details for new units shown on the drawings, and shall be caulked water tight with non-shrinking grout.

- F. Connections to existing structures and sewers: Proposed sewer lines shall be connected to existing manholes and pipe stubs.

3.03 FIELD QUALITY CONTROL

- A. Workmanship: It is imperative that all sewers and appurtenances be built practically watertight and that the contractor adheres rigidly to the specifications for materials and workmanship. Upon completion, the sewers, or sections thereof, will be tested and gauged and if leakage is above the allowable limits specified, the sewer will be rejected.
- B. Inspection: On completion of each block or section of sewer, or such other times as the Owner may direct the block or section of sewer shall be cleaned, tested and inspected.
1. Each section of the sewer shall show, on examination from either end, a full circle of light between manholes.
 2. Each manhole or other appurtenances to the system shall be of the specified size and form, be watertight (no leakage allowed by visual inspection), neatly and substantially constructed, with the top set permanently to exact position and grade. All repairs shown necessary by the inspection shall be made; broken or cracked pipe replaced; all deposits removed and the sewer left true to line and grade, entirely clean, and ready for use.
 3. After the final backfill has been in place at least 30 days, polyvinyl chloride (PVC) pipe shall be tested for defection and deformation by pulling a mandrel through the entire length of the pipe. The mandrel shall have a diameter equal to 95% of the inside diameter of the pipe. Any pipe found to be deformed and/or deflected in excess of 5% of the nominal diameter of the pipe shall be removed and replaced with new pipe at no additional cost to the Owner. Results of the tests shall be submitted to the Owner and Engineer, in a report format approved by the Design Engineer. The cost of this service shall be included in the unit price bid for the particular item to which it is related.
 4. Prior to final acceptance the contractor shall provide an acceptable video tape and log of all gravity sewer lines placed.

Any bad joints or leakage visible on the tapes shall be corrected by the contractor prior to final acceptance and payment by the Owner.

C. Infiltration/Exfiltration Testing:

1. After completion of gravity sewer installation, all sections of pipe shall be infiltration or exfiltration tested. When groundwater is 4 feet or more above the top of the pipe, an infiltration test will be performed. Any leakage shall be measured by a V-notch weir or similar flow measuring device. Allowable leakage is 50 gallons per day/inch diameter of pipe/mile of pipe length being tested. If groundwater is not at least 4 feet above the top of the pipe, an exfiltration test is required. This is to be performed by plugging the manhole at the lower end of the section and filling it with water. Water depth or head of water on the section of pipe to be tested shall be 4 feet or, if 4 feet of head cannot be provided, to the top of the highest constraint diameter manhole section. Allowable exfiltration leakage is 50 gallons per day/inch diameter of pipe/mile of pipe length being tested. If leakage exceeds the maximum allowed, the leak must be located and repaired.

END OF SECTION

SECTION 33 32 20
COLLECTION SYSTEM SUBMERSIBLE PUMPS

PART 1 – GENERAL

1.01 WORK INCLUDED

- A. The work included under this Section consists of furnishing submersible pumps, motors, and related equipment for the pump station as shown on the Drawings and specified herein. The station shall be fully tested, complete and in operating condition.

1.02 QUALITY ASSURANCE

- A. Unit Integrity: The pumps, motors, lifting chains, and guide bars shall be supplied by the pump supplier to ensure unit integrity.
- B. Pump Tests: The pump supplier shall perform the following tests on each pump before shipment from the supplier:
1. Megger the pump for insulation breaks or moisture.
 2. Prior to submergence, the pump shall be run dry and be checked for correct rotation.
 3. Pump shall be run in a submerged condition.
 4. Pump shall be removed from test tank and meggered immediately for moisture.
 5. A written certified test report giving the above information shall be supplied with each pump at the time of shipment.
 6. All end of pump chains will then be fitted with a rubber shrink fit boot to protect chains prior to electrical installation.

1.03 SUBMITTALS

- A. Shop Drawings: The CONTRACTOR shall submit detailed and dimensioned working shop drawings showing the construction of the proposed facility and installation of all equipment complete in every respect. Each drawing shall be indexed and/or referenced to the Contract Drawings and Specifications. No work upon the manufacture or fabrication of any equipment shall be performed until the ENGINEER's approval has been obtained. The CONTRACTOR shall submit, with the certified pump shop drawings, layout drawings showing exact installation, piping and foundation details for the pumping units being submitted.

1.04 WARRANTY

- A. The pump manufacturer shall provide a prorated warranty against defects in workmanship and materials for a period of five (5) years under normal use, operation, and service. The warranty shall be in published form and apply to all similar units.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. The pump manufacturer shall provide a prorated warranty against defects in workmanship and materials for a period of five (5) years under normal use, operation, and service. The warranty shall be in published form and apply to all similar units.

2.02 PUMPS

- A. The supplier shall furnish and install motor driven, totally submersible sewage pumps which meet the following requirements. Pumps shall be manufactured by ABS, or equal, as pre-approved by the design engineer of the lift station.

Lift Station #10	
Pumps Required	Two (2)
ABS Model	XFP 100C – CB1
Design Point GPM	300
Head Feet	19 feet (19')
Impeller Dia.	212 mm
Motor HP Required	2.68
Speed	1,150
Voltage	230
Phase	One (1)
Frequency Hertz	60

- B. Pump Design: The heavy duty submersible wastewater pump(s) shall be capable of handling raw unscreened sewage, storm water, and other similar solids-laden fluids without clogging. The pump shall be driven by a **Premium Efficiency Motor**, providing the highest levels of operational reliability and energy efficiency.

GUIDE RAIL BASE ASSEMBLY (wet pit installation)

There shall be no need for personnel to enter the wet well to remove or reinstall the pump(s).

In a wet pit installation, the discharge base & elbow assembly shall be permanently installed in the wet well and connected to the discharge piping. In order to prevent binding or separation of the pump from the guide rail system, the pump(s) shall connect to the guide rail base automatically and firmly, guided by two (2) two-inch (2") guide pipe extending from the base elbow to the top of the station. Systems using guide cable in lieu of rigid guide bars or pipes shall not be considered acceptable. The sliding guide bracket shall be a separate part of the pumping unit, capable of being attached to standard six inch (6") ANSI class 125 or metric DN150 pump flanges, so that the pump mounting is non-proprietary, and any pump with a standard discharge flange can be mounted on the base assembly. Base or bracket assemblies with proprietary or non-standard flange dimensions shall not be considered acceptable.

A field replaceable Nitrile (Buna-N) rubber profile gasket or O-ring shall accomplish positive sealing of the pump flange/guide rail bracket to the discharge elbow. Base assemblies which rely solely on metal to metal contact between the pump flange and discharge base elbow as a means of sealing are inherently leak prone, and shall not be equal. No portion of the pump shall bear directly on the floor of the sump. The guide rail system shall be available in an optional non-sparking version, approved by Factory Mutual for use in NEC Class 1, Division 1, Group C&D hazardous locations.

C. Pump Construction:

1. Major pump components shall be of gray cast iron, EN-GJL-250 (ASTM A-48, Class 35B) with smooth surfaces devoid of porosity or other irregularities. All exposed fasteners shall be stainless steel 1.4401 (AISI type 316) construction. All metal surfaces coming into contact with the pumped media (other than the stainless steel components) shall be protected by a factory applied spray coating of zinc phosphate primer followed by a high solids two (2) part epoxy paint finish on the exterior of the pump. The pump shall be equipped with an open lifting hoop suitable for attachment of standard chain fittings, or for hooking from the wet well surface. The hoop shall be stainless steel 1.4401 (AISI 316), and shall be rated to lift a minimum of four times (4x) the pump weight.

Sealing design for the pump/motor assembly shall incorporate machined surfaces fitted with Nitrile (Buna-N) rubber O-rings. Sealing will be the result of controlled compression of rubber O-rings in two (2) planes of the sealing interface. Housing interfaces shall meet with metal to metal contact between machined surfaces, and sealing shall be accomplished without requiring a specific torque on the securing fasteners. Rectangular cross sectioned gaskets requiring specific torque limits to achieve compression shall not be considered equal. No secondary sealing compounds shall be required or used.

2. Impeller: The ABS ContraBlock Plus impeller shall be of gray cast iron, EN-GJL-250 (ASTM A-48, Class 35B). The impeller shall be of the semi-open, non-clogging, single vane design, meeting the Ten State Standards requirement for minimum solids passage size of three inches (3"). The impeller shall be capable of passing a minimum of 3.9 inch (3.9") diameter spherical solids as are commonly found in waste water. The impeller shall have a slip fit onto the motor shaft and drive key, and shall be securely fastened to the shaft by a stainless steel bolt which is mechanically prevented from loosening by a positively engaged ratcheting washer assembly. The head of the impeller bolt shall be effectively recessed within the impeller bore to prevent disruption of the flow stream and loss of hydraulic efficiency. The impeller shall be dynamically balanced to the ISO 10816 standard to provide smooth vibration free operation. Impeller designs which do not meet the Ten State Standards requirement for three inch (3") solids passage size, those that rely on retractable impeller designs to pass three inch (3") solids, or those that rely on fins or pins protruding into the suction path to assist in the handling of fibrous material shall not be considered equal.
3. Self-Cleaning Wear Plate: The ABS ContraBlock Plus wear plate shall be constructed from gray cast iron, EN-GJL-250 (ASTM A-48, Class 35B). The wear plate shall be designed with an inlet incorporating strategically placed cutting grooves and an outward spiral V-shaped groove on the side facing the impeller, to shred and force stringy solids outward from the impeller and through the pump discharge. The wear plate shall be mounted to the volute with three (3) stainless steel securing screws and three (3) stainless steel adjusting screws to permit close tolerance adjustment between the wear plate and impeller for maximum pump efficiency. The wear plate shall be factory mounted to the volute in a fixed position with metal to metal contact on machined surfaces to insure optimal clearance and efficiency at startup. Future adjustments shall be easily accomplished by removing three (3) securing screws and rotating the plate 45 degrees (45°) to the adjustment position. Adjustment to allow for wear and restore peak pumping performance shall then be accomplished using standard tools, and without requiring disassembly of the pump. The use of fixed or non-adjustable wear plates or rings, or systems that require disassembly of the pump or shimming of the impeller to facilitate adjustment shall not be considered equal. The suction flange shall be integrated into the wear plate and its bolt holes shall be drilled and threaded to accept standard six inch (6") ANSI class 125 flanged fittings.
4. Pump Volute: The pump volute shall be single piece gray cast iron, EN-GJL-250 (ASTM A-48, Class 35B) non-concentric design with centerline discharge. Passages shall be smooth and large enough to pass any solids which may enter the impeller. Discharge size shall be as specified on the pump performance curve. The discharge flange design shall permit attachment to standard ANSI or metric flanges/appurtenances. The discharge flange shall be slotted to accept both six

inch (6") ANSI class 125 and metric DN150 (PN 10) metric flanged fittings. Proprietary or non-standard flange dimensions shall not be considered acceptable. The minimum working pressure of the volute and pump assembly shall be 10 bar (145 psi).

D. PREMIUM EFFICIENCY MOTOR

The Premium Efficiency motor shall meet efficiency standards in accordance with IEC 60034-30, level IE3 and NEMA Premium*. Motor rating tests shall be conducted in accordance with IEC 60034-2-1 requirements and shall be certified accurate and correct by a third party certifying agency. A certificate shall be available upon request.

* IE3 and NEMA Premium efficiency levels are equivalent, however the NEMA Premium standard is intended to cover dry installed motors only, not integrated submersible motors.

The Premium Efficiency motor shall be housed in a water tight gray cast iron, EN-GJL-250 (ASTM A-48, Class 35B) enclosure capable of continuous submerged operation underwater to a depth of 20 meters [65 feet (65')], and shall have an IP68 protection rating. The motor shall be of the squirrel-cage induction design, NEMA type B, Premium Efficiency. The copper stator windings shall be insulated with moisture resistant Class H insulation materials, rated for 18°C (356°F). The stator shall be press fitted into the stator housing. The use of bolts, pins or other fastening devices requiring penetration of the stator housing is unacceptable. The rotor bars and short circuit rings shall be made of cast aluminum.

The motor shall be designed for continuous duty. The maximum continuous temperature of the pumped liquid shall be 40°C (104°F), and intermittently up to 50°C (122°F). The motor shall be capable of handling up to 12 evenly spaced starts per hour without overheating. The service factor (as defined by the NEMA MG1 standard) shall be **1.3**. The motor shall have a voltage tolerance of plus or minus 10 percent ($\pm 10\%$) from nominal, and a phase to phase voltage imbalance tolerance of one percent (1%). The motor shall be FM and CSA approved for use in NEC Class I, Division I, Groups C & D hazardous locations. The surface temperature rating shall be T3C.

For submerged (wet pit) applications, the motor shall be self-cooling via the process fluid surrounding the motor. For unsubmerged (dry pit) applications, an integrated oil cooling system shall be utilized to enhance heat transfer, and allow the motor to operate at full rated power continuously without the need for de-rating or reduced duty cycle. No external coolant supply or external cooling jacket shall be required for dry pit applications. The motor shall have a NEMA Class A temperature rise for submerged service, and class B rise for dry pit service, providing cool operation under all operating conditions.

1. Thermal Protection: Each phase of the motor shall contain a normally closed bi-metallic temperature monitor switch imbedded in the motor windings. These thermal switches shall be connected in series and set to open at 140°C (284°F) plus or

minus five degrees ($\pm 5^{\circ}\text{C}$). They shall be connected to the control panel, and used in conjunction with, and supplemental to, external motor overload.

2. **Mechanical Seals:** Each pump shall be equipped with a tandem mechanical shaft seal system consisting of two (2) totally independent seal assemblies. The seals shall operate in a lubricant reservoir that hydro-dynamically lubricates the lapped seal faces at a constant rate. The lower, primary seal unit, located between the pump and the lubricant chamber, shall contain one (1) stationary industrial duty **silicon-carbide** seal ring and one (1) rotating industrial duty **silicon-carbide** seal ring. The stationary ring of the primary seal shall be installed in a seal holding plate of gray cast iron EN-GJL-250 (ASTM A-48, Class 35B). The seal holding plate shall be equipped with swirl disruption ribs to prevent abrasive material from prematurely wearing the seal plate. The upper, secondary seal unit, located between the lubricant chamber and motor housing, shall contain one (1) stationary industrial duty **silicon-carbide** seal ring, and one (1) rotating industrial duty **silicon-carbide** seal ring. Each seal interface shall be held in contact by its own spring system. The seals shall not require routine maintenance, or adjustment, and shall not be dependent on the direction of rotation for proper sealing. Each pump shall be provided with a lubricant chamber for the shaft sealing system which shall provide superior heat transfer and maximum seal cooling. The lubricant chamber shall be designed to prevent overfilling, and to provide lubricant expansion capacity. The drain and inspection plug shall have a positive anti-leak seal, and shall be easily accessible from the outside of the pump. The seal system shall not rely upon the pumped media for lubrication and shall not be damaged when the pump is run dry. Lubricant in the chamber shall be environmentally safe non-toxic material.

The following seal types shall not be considered equal: Seals of proprietary design, or seals manufactured by other than major independent seal manufacturing companies. Seals requiring set screws, pins, or other mechanical locking devices to hold the seal in place, conventional double mechanical seals containing either a common single or double spring acting between the upper and lower seal faces, any system requiring a pressure differential to seat the seal and ensure sealing.

3. **Mechanical Seal Protection System:** The primary mechanical seal shall be protected from interference by particles in the waste water, including fibrous materials, by an active Seal Protection System integrated into the impeller. The back side of the impeller shall be equipped with a sinusoidal cutting ring, forming a close clearance cutting system with the lower submersible motor housing or seal plate. This sinusoidal cutting ring shall spin with the pump impeller providing a minimum of 75 shearing actions per pump revolution. Large particles or fibrous material which attempt to lodge behind the impeller, or wrap around the mechanical seal shall be effectively sheared by the active cutting system into particles small enough the prevent interference with the mechanical seal. The Seal Protection System shall operate whenever the pump operates, and shall not require adjustment or

maintenance in order to function. Submersible pump designs which do not incorporate an active cutting system to protect the primary mechanical seal shall not be considered acceptable for wastewater service.

4. Seal Failure Early Warning System: The integrity of the mechanical seal system shall be continuously monitored during pump operation and standby time. An electrical probe shall be provided in a sensing chamber positioned between the primary and secondary mechanical seals for detecting the presence of water contamination within the chamber. The sensing chamber shall be filled with environmentally safe non-toxic oil. A solid-state relay mounted in the pump control panel or in a separate enclosure shall send a low voltage, low amperage signal to the probe, continuously monitoring the conductivity of the liquid in the sensing chamber. If sufficient water enters the sensing chamber through the primary mechanical seal, the probe shall sense the increase in conductivity and signal the solid state relay in the control panel. The relay shall then energize a warning light on the control panel, or optionally, cause the pump shut down. This system shall provide an early warning of mechanical seal leakage, thereby preventing damage to the submersible pump, and allowing scheduled rather than emergency maintenance. Systems utilizing float switches or any other monitoring devices located in the stator housing rather than in a sensing chamber between the mechanical seals are not considered to be early warning systems, and shall not be considered equal.
5. Shaft: The pump shaft and motor shaft shall be an integral, one (1) piece unit adequately designed to meet the maximum torque required at any normal start-up condition or operating point in the system. The shaft shall have a full shutoff head design safety factor of 1.7, and the maximum shaft deflection shall not exceed 0.05 mm [0.002 inch (0.002")]] at the lower seal during normal pump operation. Each shaft shall be stainless steel 1.4021 (AISI 420) material, and shall have a polished finish with accurately machined shoulders to accommodate bearings, seals, and impeller. Carbon steel, chrome plated, or multi piece welded shafts shall not be considered adequate or equal.
6. Bearings: Each pump shaft shall rotate on high quality permanently lubricated, greased bearings. The upper bearing shall be a deep grooved ball bearing and the lower bearings shall be a heavy duty double row angular contact ball bearing. Bearings shall be of sufficient size and properly spaced to transfer all radial and axial loads to the pump housing and minimize shaft deflection. L-10 bearing life shall be a minimum of 50,000 hours at flows ranging from one-half (1/2) of BEP flow to one and a half (1-1/2) times BEP flow (BEP is best efficiency point). The bearings shall be manufactured by a major internationally known manufacturer of high quality bearings, and shall be stamped with the manufacturer's name and size designation on the race. Generic or unbranded bearings from other than major bearing manufacturers shall not be considered acceptable.

- E. **Power Cable:** The power cables shall be sized according to NEC and CSA standards and shall be of sufficient length to reach the junction box without requiring splices. The outer jacket of the cable shall be oil and water resistant, and shall be capable of continuous submerged operation underwater to a depth of 65 feet (65').

- F. **Cable Entry System:** The cable entry system shall consist of a submersible plug assembly which allows the cable be easily disconnected from the pump for service or replacement. Cable sealing shall be accomplished by a Nitrile compression grommet with both cylindrical and conical sealing surfaces, flanked by a stainless steel washer and an integrated strain relief. A brass (C3604) compression nut shall be threaded into to the cast iron EN-GJL-250 (ASTM A-48, Class 35B) cable plug housing, compressing the grommet ID to the cable while the grommet OD seals against the bore of the cable entry housing. Cable conductors shall be terminated in copper pin connectors which are separated and retained by a circular pin retainer fabricated from high dielectric strength Polyamid [30 percent (30%) GF]. Each pin shall pass through its own hole in the pin retainer, maintaining perfect alignment with the mating pins in the motor body. The corresponding motor body pin assembly shall be manufactured from high dielectric strength Polyamid [30 percent (30%) GF], with copper connector pins. The pin assembly shall be sealed with an O-ring to prevent water entry into the motor, and retained in the motor housing bore via a retaining ring. Attachment of the plug assembly to the motor shall engage the corresponding copper pins, creating a complete circuit between the motor and cable. The plug assembly shall be fastened with stainless steel fasteners, and shall be sealed by an O-ring.

The cable plug and sealed entry system as part of the motor shall be FM and CSA approved for use in NEC Class I, Division I, Groups C & D hazardous locations. The system shall be anti-wicking by design, and shall prevent any water that enters the cable through damage to the jacket from entering the motor. Cable entry designs which utilize potting compounds to provide a water tight seal, or those which do not allow the cable to be easily changed in the field shall not be considered equal.

2.03 ACCESSORIES

- A. The pump manufacturer shall supply related pump accessories for the lift station as shown on the plan drawings.
 - 1. Standard pump accessories may include, but not limited to, upper guides, rails, float brackets, floats, lift chains, lifting bails, anchor bolts, and hardware; all to be supplied in type 316 stainless steel materials.
 - 2. The integral base elbows and pump rail brackets are to be construction of cast iron material.

2.03 CONTROL PANEL

A. GENERAL

1. The work included in this Section consists of furnishing all labor, equipment, tools, materials, and performing all operations required for furnishing control cabinet.
2. The Drawings are diagrammatic in character but should be adhered to as closely as possible consistent with fabrication of the control panel.
3. All work shall be executed in workmanlike manner by skilled personnel and the work shall present a neat and professional appearance when completed.
4. The term "provide" shall mean to furnish completely unless otherwise indicated.
5. The Vendor shall provide a detailed shop drawing.
6. In general, electrical materials and apparatus shall comply with all applicable tests, ratings, specifications, and requirements of the appropriate standards listed in section 1.02 herein. Underwriter's Laboratories, Inc. (UL) listed electrical components or assemblies shall be used and shall bear the approved device label of UL, and conform to UL 508A standards. The standards herein are minimums; the Vendor may exceed such minimums with prior approval of the County.
7. All work shall comply with applicable requirements and recommendations of standards published by listed agencies and trade associations, except to the extent more detailed and stringent requirements are indicated or required by local governing regulations. The control cabinets furnished herein shall be fully FDEP compliant.
8. All work shall comply with the latest editions of the NEC, National Fire Protection Association NFPA 70, NFPA 79, the National Electrical Safety Code (NESC), and all applicable state, municipal, and local codes. Work shall be subject to inspection and approval requirements of the local authority having jurisdiction.
9. Vendor shall guarantee all work and rectify any defects due to faulty materials or workmanship for a period of 18 months after delivery of control cabinet.

B. CONTROLS AND INSTRUMENTATION

1. The Duplex pump station control panel shall be designed for 240 Volt, single (1) phase. The panel shall also be designed for two (2) 3 horsepower pumps with 10 full load amps. Across the line starters shall be used to start the pumps up to full

speed and off as necessary to maintain level in the pump station, using pump controller and level sensor.

2. The duplex control panel shall be manufactured for Hydra Service USA, Sanford, Florida, or approved equal to these specifications. The panel shall be constructed in accordance with UL 508A requirements for enclosed industrial control panels and shall bear the serialized UL label, with all components being U/L listed or Recognized for use in Industrial Control Panels.

C. ENCLOSURE:

1. All controls for the station operation shall be enclosed in a single tamper-resistant, NEMA 3R 304 stainless steel enclosure. The outer door shall have three-point latch mechanism with roller bar and heavy duty lockable handle. The door shall be able to be held open position at 90 degrees (90° minimum) with mechanical latches. The panel shall be sufficiently large to accept all control components without crowding. Larger enclosures shall contain door and panel stiffeners as required.
2. The enclosure shall have a hinged full-height inner door fabricated from high quality aluminum 5052-H32 0.125-inch (0.125") thick, shall be powder coat Iron Gray Texture. All holes shall be in accordance with UL 508A to maintain proper fitting of devices, i.e. notches to prevent turning. All components exposed for access shall have symmetrical cut outs with clean and de-burred edges.
3. All circuit breakers, control switches, indicator lights and other control devices shall be identified permanently with etched engraving on the dead front cover of the control panel. The door shall have a continuous aluminum piano type hinge with two (2) twist type latches.
4. The enclosure shall have a twelve gauge steel, formed, removable subpanel. The subpanel shall be degreased, cleaned, treated with a phosphatizing process, then primed and painted with white industrial grade baking enamel.

The enclosure and mounting system shall be designed to withstand wind loads as required by applicable building codes.

D. CONTROLS:

1. The panel shall consist of the following components:
 - a. Liquid Level Sensor (one).
 - b. Motor Starters (one per pump).

- c. Thermal Magnetic Circuit Breaker (one per pump).
- d. Manual Transfer Assembly (one interlocked Main and Emergency Breaker).
- e. Control Transformer with Primary and Secondary Circuit Breaker protection (one).
- f. Generator Receptacle (one).
- g. Duplex Convenience Outlet, GFI (one).
- h. HOA Selector Switches (one per pump, float backup, and panel light).
- i. Elapse Time Meters (one per pump).
- j. Pilot Lights:
 - 1) Run (one per pump - green).
 - 2) Seal Fail (one per pump - amber).
 - 3) Over-Temperature (one).
 - 4) Fault (one per pump - amber).
 - 5) Backup Float Enable (one - red).
 - 6) Control Power Available (one - green).
 - 7) Alarm Light (one).
 - 8) Audible Alarm (one), residential area.
 - 9) Lightning/Surge Arrestor (one).
 - 10) Moisture Sensors (one per pump).
 - 11) Heat Sensors (one per pump).
 - 12) Power/Phase Monitor (one).
 - 13) Power Supply (one).
 - 14) Work Lamp (one).

E. GENERAL COMPONENTS:

- 1. Liquid Level Sensor: The primary liquid level sensor shall be a submersible pressure transducer that is designed for the wastewater industry. It shall be a

- submersible hydrostatic type with a 316L Stainless casing. The transducer element shall be made of ceramic material. The level sensor shall provide a 4-20 mA output signal proportional to liquid level. It shall also provide transient protection. The level sensor shall be an "ABS", Model HSC2 pressure transducer or pre-approved equal.
2. **Motor Starters:** The panel shall contain a motor starter for each motor. The motor starter shall be across the line non-reversing magnetic starter with individual mechanical overload protection on each power leg with reset installed through the dead front inner door unit. The Motor Starters shall be "Square D", series, or pre-approved equal.
 3. **Thermal Magnetic Circuit Breakers:** The circuit breakers shall be quick-make, quick-brake and trip free. The thermal and magnetic elements shall operate independently and be designed with a common trip bar breaking all poles when a fault is received on any pole. "H" frame circuit breakers shall contain a self-test "Trip Selector" permitting a mechanical simulation of the over current tripping device. Each circuit breaker shall be mounted with the handles extending through the inner door. The circuit breakers shall be "Square D" LAL, JDL, or HDL series, or pre-approved equal.
 4. **Manual Transfer Assembly:** If an automatic generator is not specified, a manual transfer interlock assembly shall be supplied. The assembly shall provide one (1) normal power circuit breaker, one (1) emergency power circuit breaker and interlock to prevent both circuit breakers from be energized at the same time.
 5. **Generator Receptacle:** A 100 amp Russell Stoll #JRS1044FR receptacle and JAAB10 angle adapter panel mounted receptacle and flap cover shall be provided. The generator receptacle shall not be required if generator set is installed.
 6. **Duplex Convenience Outlet:** Provide a convenience outlet, duplex receptacle with integral ground fault interrupter, to be mounted on the inner door. The receptacle shall be rated 15A, 120VAC and shall be manufactured by "Hubbell", or pre-approved equal.
 7. **HOA Selector Switches:** A three (3)-position selector switch shall be provided for each pump. A two (2)-position selector switch shall be provided for the Backup Float Enable feature and the panel work lamp. These switches shall be 30 mm, NEMA 4X, maintained type switches. The HOA switches shall be manufactured by "Square D", series 9001, KS12B, and KS43B, or pre-approved equal.
 8. **Elapse Time Meters:** Five (5) digit, non-resettable elapse time meters interfaced with the appropriate motor starters shall be mounted on the inner door. One (1) time meter for each pump. The elapse time meter shall be ENM, model T-50, or pre-approved equal.

9. Pilot Lights: Pilot lights shall be provided to indicate run and alarm status of the pumps/motors and the use of the float backup system. The lights shall have a removable lens and replaceable lamp. The lights shall be 30 mm, NEMA 4, 120VAC, full voltage type. The pilot lights shall be "Square D", series 9001, KP38G31, KP38A31, KP38R31, or pre-approved equal.
10. Alarm Light: A red strobe alarm light pipe mounted on the panels left side, unless otherwise shown on the drawings, shall be provided to indicate a high water condition. The unit shall consist of Ingram CTO15F-R strobe light, OLB one-half inch (1/2") conduit body, six inch (6") aluminum pipe, one-half inch (1/2") Myers hub, or pre-approved equal.
11. Audible Alarm: A Horn shall be provided to sound upon a high level condition. The horn shall be piezo type and shall be rated 45 db at 10 feet (10'). A silence pushbutton shall be mounted on the left side of the enclosure used to energize a relay to disconnect the horn when pressed. The silence pushbutton shall be individually labeled on the outside of the enclosure with a custom laser printed label that has been laminated for protection. The label color shall be white with black letters and black border. This label shall meet the requirements of the "Component Labels" section listed below. The pushbutton switch shall be 30 mm, NEMA 4X, flush type, black in color, and manufactured by "Square D", series 9001, KR1B, or pre-approved equal. The horn shall be a Federal Signal model 350-120-30 with trim ring (TR), or pre-approved equal.
12. Lightning/Surge Arrestor: A secondary arrestor, complying with UL 1449, 3rd Edition - latest, shall be installed on the line side of the main breaker in accordance with manufacturer's instructions. Arrestor shall be "Square D", model SDSA3650, or pre-approved equal.
13. Moisture Sensors: The panel shall be equipped with moisture sensing relays for each pump energizing red status indicator lights mounted on the inner door. The relays shall be "ECS" model 1110016, or pre-approved equal.
14. Heat Sensors: The panel shall be equipped to accept a thermal signal from each pump/motor. This signal shall shutdown the pump and energizes a red status indicator for the appropriate pump/motor.
15. Power/Phase Monitor: A power monitor relay shall be installed and connected to the control logic. When the relay is deactivated, it shall disconnect control power to the motor starters. The relay shall be deactivated in the event that any of the following conditions occur:
 - a. Phase loss (single phasing).

- b. Phase reversal (sequence).
- c. Low voltage (brown out).

The phase monitor relay shall be an "ORCO", model 001-230-1212 for 240VAC, 001-480-1212 for 480VAC, no equal.

- 16. Work Lamp: A work lamp shall be provided in the control panel. The work lamp shall be a fluorescent light fixture, 18 inches (18") wide, and have a single lamp. It shall be mounted inside of the top of the enclosure and centered from left to right. Mounting shall be welded studs mounted to the roof of the enclosure. Drilling holes into the roof of the enclosure will not be accepted. The work lamp shall be provided with a manual operator type, two (2)-position switch (see HOA switches) located on the dead front and be labeled per the label specifications listed below. The work lamp shall be manufactured by "Utilitech", part number 069486, or pre-approved equal.
- 17. Battery Backup: Include battery backup system with 12 pin socket, battery, and signal system. Battery to maintain pump controller and accessories for minimum four (4) hours.

F. MISCELLANEOUS REQUIREMENTS:

- 1. Wiring: All wiring shall be color-coded using MTW #16 AWG minimum. Control wiring shall be numbered/lettered at each end. Wire numbers/letters shall be Panduit shrink sleeve or pre-approved equal. All wiring shall be routed through a wiring duct system to provide wire protection and an organized appearance.
- 2. Terminals: A 10 pole terminal block mounted on a 30-degree (30°) angle shall be provided as a minimum for interface with field installed equipment for the ease of field connection. If additional terminals are required, then additional 10 pole terminals must be used to meet the additional requirements unless there are less than seven (7) additional terminals required. If less than seven (7) additional terminals are needed, then terminal blocks of lesser poles of the same brand may be used to make up the difference needed. Individual pole terminal blocks supplied to meet the total connections required will not be allowed.

Terminal blocks shall be mounted with a minimum of two inches (2") from both enclosure sides and a minimum of one inch (1") from the bottom of the enclosure for easy access to terminal screws.
- 3. Component Labels: All back panel components shall be labeled using UL approved yellow polyester laser/ink jet labels. The labels shall be manufactured by "Panduit", part number series C100 - C200. The nameplates shall be etched or engraved for the inner door components and logos. The labeling system shall be computer

controlled to provide logos, post-script type or custom designs.

4. **Control Panel Label:** The control panel shall be provided with a job name or pump station name/number nameplate. This nameplate shall be located on the front door of the enclosure. The nameplate shall be a laminated two (2)-part system using black letters on a white background providing protection against fading, peeling, or warping. The labeling system shall be computer controlled to provide logos, post-script type or custom designs. The use of engraved plastic type nameplates is not acceptable.
5. **Warning Label:** A "Danger!! High Voltage Inside" label shall be provided on the inner door of the enclosure. The label shall be a laminated two (2)-part system using black letters on a goldenrod background providing protection against fading, peeling, or warping. This label shall meet the requirements of the "Component Labels" section listed above.
6. **Drawings/Schematics:** The control system shall have complete drawing/schematics using AutoCad®. The drawing shall have a complete Bill of Material, front panel view with component locations, sub-panel view with component locations and electrical schematic. References to the Bill of Material shall be located for each component. These drawings/schematics shall also be provided as laminated sheets that shall be affixed to the inside of the enclosure door.
7. **Print Pocket:** A plastic print pocket shall be provided and mounted on the inside of the front door for all stainless steel enclosures. This print pocket shall be mounted by welding three (3) threaded studs onto the inside of the front door of the enclosure. One (1) stud will be used for each side of the print pocket as well as one (1) used for the bottom edge of the print pocket. No self- tapping screws, adhesive tapes, or Velcro will be accepted for the mounting of the print pocket.
8. **Mounting Hardware:** All mounting hardware such as screws or bolts used in the manufacturing of the control panel shall be stainless steel. All holes in the back plate and dead front shall be drilled and tapped. No self-tapping screws, adhesive tapes, glues, epoxy, or Velcro will be accepted for the mounting of any hardware.

G. OPERATION:

1. **Duplex Operation:** Under normal conditions, the pump controller will be provided by a telemetry unit located in a Data Flow Systems control panel and the submersible transducer will provide a 4-20 mA output signal that is proportional to level to the pump controller. The pump controller will then provide signals to the starters to start the pumps up to full speed as needed to maintain the water level in the wet well. The pump controller will provide start and stop set points and alarm set points for all pumps. The pump controller will also provide alternation of the two (2) pumps to

ensure equal runtime of all pumps. If the incoming flow exceeds the pump capacity of the lag pump, and the high-level float is activated a high-level alarm shall be activated on control panel visual and audible and by remote through the pump controller to alert maintenance personnel to the condition. A silence button shall be provided to turn off the horn, but the alarm beacon shall remain on until the high level condition is corrected. If the high-level float is activated for more than the time set on the backup float timer (10 sec.), control will transfer to float backup operation regardless of the position of the "Select Controller / Floats" switch. Control will remain on backup floats until manually reset.

2. Redundant Float Backup Operation: Four (4) Floats (off, lead, lag, and high) shall be utilized to send a signal to the motor starters to operate the pump only if the level rises above the floats designated for the controller operation. Contingent upon wet well level, the lowest float shall signal the lead pump to shut down. Upon sump level rise, the next higher float shall signal the alternator to select and start a pump. If after the lead pump starts and the level continues to rise to the Lag Pump start contact, the float shall send a signal to the alternator to start the lag pump and both pumps shall run simultaneously. The level shall be lowered until the Stop Float is reached and the controller shall shutdown both the appropriate control contacts and the Alternator manufactured by Macromatic, ECS part number 1110011, or equal, will start and run the pumps simultaneously.

2.04 PUMP ACCESS HATCH

A. General

1. Door opening sizes, number, and direction of swing of door leaves, and locations shall be as shown on the Drawings. The Drawings shall indicate the clear opening requirements.
2. All doors shall be aluminum (mill finish) unless otherwise noted.
3. Openings larger than 42 inches (42") in either direction shall have double leaf doors.
4. Doors shall be designed for flush mounting and for easy opening from both inside and outside.
5. All doors shall be provided with an automatic hold-open arm with release handle.
6. Double leaf doors shall be provided with Type 316 stainless steel safety chains to go across the open sides of the door, when in the open position. Brackets shall be provided on the underside of the doors to hold the safety bars when not in use.

7. All hardware, including but not limited to, all parts of the latch and lifting mechanism assemblies, hold open arms and guides, brackets, hinges, springs, pins, and fasteners shall be Type 316 stainless steel.
8. Cylinder locks with keyway protected by a cover plug shall be provided with all hatches.
9. Door leafs shall be one-quarter inch (1/4") aluminum diamond plate, minimum, stiffened and designed for 300 psi.
10. Mill finish with bituminous coating finish applied to the exterior.
11. Hatches covers to be manufactured by USF Fabrication or Halliday.

PART 3 – EXECUTION

3.01 INSTALLATION

- A. The equipment shall be installed and mounted by the CONTRACTOR in accordance with the manufacturer's drawings and instructions. All equipment shall be installed as shown in the drawings and in accordance with the manufacturer's recommendations. Piping shall be run as shown on the plans and be connected to all units in a manner to prevent leakage of water or sewage. Any departures from the locations or arrangements of units or connections there to, as shown on the plans, shall be detailed by the CONTRACTOR and approval there of obtained from the ENGINEER.
- B. All units shall be factory assembled by the pump manufacturer.

3.02 MANUFACTURER'S FIELD SERVICES

- A. Manufacturer's Service Representative shall provide competent personnel for a period of one (1) day in one (1) trip to:
 1. Check installation of equipment.
 2. Provide start-up of equipment.
 3. Run specified tests (if any).
 4. Train personnel in operation and maintenance of equipment.

3.03 TESTING

- A. After installation of the sewage pumps, the pumps shall be given a running test in the presence of the ENGINEER during which time they shall demonstrate their ability to:
 1. Perform without vibration or overheating at the specified conditions.

2. Load test, check amperage, phase to voltage test and insulation test.
 3. Flow test based on timed drawdown of the wetwell and force main pressure.
- B. All defects revealed by or noted during the tests shall be corrected or equipment replaced promptly at no additional expense to the OWNER.
- C. CONTRACTOR shall furnish all labor, piping, equipment, and materials necessary for conducting the tests.
- D. In case the CONTRACTOR is unable to demonstrate to the satisfaction of the ENGINEER that the units will satisfactorily perform the service required, the units may be rejected. CONTRACTOR shall remove and replace the equipment, at his own expense.
- E. Prior to acceptance of the lift station, the as-built shop drawings, curves, details, and the operation and maintenance manuals shall be submitted. Provide, as a minimum, a set of four (4) manufacturer's manuals. In an effort to conserve environmental resources, and to minimize carbon footprint on the environment, an electronic file in PDF formatted manual can be supplied by email upon request.

3.04 SPARE PARTS

- A. CONTRACTOR shall provide the following spare parts:
1. One (1) impeller, wear ring, impeller key and impeller bolt.
 2. One (1) UPS battery backup for the control panel

END OF SECTION

SECTION 40 61 13
PROCESS INSTRUMENTATION AND CONTROLS SYSTEM
GENERAL PROVISIONS

PART 1 - GENERAL

1.01 SUMMARY OF WORK INCLUDED

- A. Furnish and install all instrumentation and controls hereinafter specified to perform the intended function. This shall include all labor, materials, plant facilities and equipment, performance of all work necessary to complete, make factory tests, prepare and load for shipment, deliver to the site, provide programming, calibration, installation supervision, system start up, services and incidentals required to completely furnish and install the instrumentation and control system upgrades as specified herein and shown on the Drawings.
- B. Provide all investigation work required to establish the use and configuration of the as found hardware and software of each control signal affected under this contract.
- C. All equipment, materials, programming and services hereinafter termed "the system", shall be integrated by the Process Instrumentation and Control System (PICS) integrator who, with the contractor, shall coordinate and have responsibility for interconnecting with equipment now existing and/or being installed under this or other contracts as shown on the drawings and loop diagrams.
- D. Auxiliary and accessory devices necessary for system operation or performance such as transducers or relays to interface with existing equipment or equipment provided under other sections of this Specification shall be included whether specified or not.
- E. Attention is directed to the fact that the Instrumentation and Control System shall be furnished by a single pre-qualified system integrator (PICS) who shall provide all the services, equipment and appurtenances required to achieve a fully integrated and operational system. To facilitate the owner's future operation and maintenance, products shall be of the same major instrumentation manufacturer with panel mounted devices of the same type and model as far as possible.
- F. Substitutions on functions or equipment specified will not be acceptable. To ensure the interchangeability of parts, the maintenance of quality, the ease of interfacing between the various sub systems and the establishment of minimums with regard to ranges and accuracy, strict compliance with the above requirements shall be maintained. To ensure compatibility between all equipment, it shall be the responsibility of the system supplier hereunder to coordinate all interface requirements with existing equipment and with mechanical and electrical system suppliers and furnish any signal isolation devices that might be required.
- G. Equipment shall be fabricated, assembled, installed and placed in proper operating condition in full conformity with detail drawings, specifications, engineering data, instructions and recommendations of the equipment manufacturer as approved by the Engineer.

- H. Equipment removed during this work shall become the property of the owner.
- I. All equipment and installations shall satisfy applicable national, state and local mechanical and electrical codes.
- J. Document all changes to the plant's control system, including the updating of the plant's existing control system documentation to reflect changes made during construction and discrepancies found during the investigation work.
- K. Furnish, install, connect, configure and test PLC hardware, and software products and related items. Coordinate Process Control Network addressing schemes with Owner and incorporate agreed upon scheme for all equipment on the PCS including vendor supplied equipment.
- L. Furnish and install all equipment enclosures, power supplies, interconnecting cables, and support software and equipment required for a complete and functional system.
- M. Furnish and install all conduit, conductors, terminal boxes, and appurtenant equipment shown on the Drawings, hereinafter specified, and/or required for a complete and fully functional installation to the satisfaction of the Engineer.
- N. Configure all equipment to operate satisfactorily and demonstrate that the system is properly operating. Assist in the configuration and setup of all Variable Frequency Drive parameters. The setup shall include data access via the Process Control Network.
- O. Inspect equipment provided under this Section prior to shipment to project site.
- P. Provide training on the OIT hardware and software supplied and implemented under this contract.
- Q. Provide a full operational system as described in the Function Descriptions and Control Strategies section of this specification.

1.02 REFERENCES, CODES AND STANDARDS

In general, the installation for the Process Instrumentation and Control System shall comply with the following standards:

ANSI: American National Standards Institute

IEEE: Institute of Electrical and Electronics Engineers

ISA: Instrumentation, Systems and Automation Society

UL 508 - Standards for Safety, Industrial Control Equipment.

NEMA ICS 1 - General Standards for Industrial Control and Systems.

NEMA ICS 2 - Standards for Industrial Control Devices, Controllers and Assemblies.

NEMA ICS 3 - Industrial Systems.

NEMA ICS 6 - Enclosures for Industrial Controls and Systems.

NEMA ICS 250 - Enclosures for Electrical Equipment.

NFPA 79 - Electrical Standard for Industrial Machinery

UL 698A Intrinsic Safe Circuits.

1.03 ABBREVIATIONS AND DEFINITIONS

HMI Human/Machine Interface

I&C Instrumentation and Control

I/O Input / Output

LOS Line of Sight

NEC National Electrical Code

PC Personal Computer

PCN Process Control Network

PCS Process Control System

PLC Programmable Logic Controller

OIT Operator Interface Terminal

SCADA Supervisory Control and Data Acquisition

UPS Uninterruptible Power Supply

Process Control System - A complete, integrated system of PLCs, PCs, Windows-based servers, instruments, devices, wireless and wired process control networks, software, application Engineering, and ancillary equipment for monitoring and control of wastewater collection and treatment facilities.

Process Control Network - A complete, integrated and secured communication network consisting of equipment and cabling that provides communications between components of the Process Control System.

System Integrator - Organization, whose principle function is design, program, configure, manufacture, install and service of PCS. An organization, under the direction of the Contractor, who shall assume complete responsibility for: Detail Design, manufacture, installation, configuration, technically advising on and certifying correctness of installation, testing and adjusting, documenting and starting-up, and training of the complete PCS.

1.04 QUALITY ASSURANCE

- A. Contractor shall engage the services of a qualified System Integrator for the purposes of furnishing the Process Control System, providing technical assistance on the installation of System and certifying the correctness of said installation.
- B. The Contractor shall use only the approved system suppliers and must name his proposed system suppliers on the bid document.
- C. Equipment shall be latest and most modern design at time of Notice to Proceed.
- D. All software and firmware used in this Project shall be latest version that is compatible with each other, as of the Notice to Proceed.
- E. Like items of Equipment shall be end products of single manufacturer to achieve standardization for maintenance, spare parts, operation, and service.
- F. PCS components shall be grounded in accordance with NEC requirements.

1.05 SEQUENCE OF CONSTRUCTION

- A. The contractor shall begin the submittal process within two weeks after notice to proceed by submitting the name of the proposed System Integrator along with all information required to determine the adequacy of the proposed System Integrator.
- B. To ensure timely performance of the Contract and the System's conformance with Specifications, coordination meeting(s) shall be held during the project. Within 45 days of date of Contract Time commencement, submit Progress Meeting schedule for final coordination by Owner/Engineer, Contractor and Systems Integrator.
 - 1. Submit also the Submittal Schedule and Project Activity Schedule for final review.
 - 2. Progress Meetings shall be held at the project site and designated by Owner with Owner/Engineer's, Contractor's and System Integrator's representatives in attendance.
 - 3. Purpose of Progress Meetings is to obtain Owner/Engineer's clarification on intent of Contract Documents during Submittal preparation and prior to HMI and PLC software configuration at no additional cost to Owner.
 - 4. Progress Meeting(s) shall cover following:

- a. Review of functional descriptions describing equipment operation.
 - b. Owner/Engineer selection of options.
 - c. Owner/Engineer review documentation
5. Prepare and submit Startup Schedule, coordinated with overall Construction Schedule including the following:
 - a. Factory Acceptance Test(s).
 - b. Review of Wiring Sign-Off forms by Owner/Engineer.
 - c. I/O checkout by System Integrator.
 - d. Plant startup.
 - e. Training.
 - f. Post startup services
- C. Within one month after approval of the System Integrator, all hardware and software product submittals shall be delivered to the Authority.
- D. Within two months after approval of the System Integrator, detailed installation submittals shall be delivered to the Engineer.
- E. All power, control and instrumentation wiring associated with equipment, panels, devices, etc. to be removed and replaced shall be identified, marked and then disconnected to make the equipment safe. Refer to any applicable demolition drawings for more details. Notify the Owner prior to disconnection of any existing equipment.
- F. All work shall be coordinated with plant maintenance personnel and approved by plant operations personnel prior to beginning any work.
- G. Written consent from the Owner must be obtained not less than one week prior to carrying out any portion of the work which requires interruption of service.
- H. Plant operations shall be notified no less than 24 hours prior to beginning any work that requires disruption of plant operation.
- I. Complete any work that can be performed without interference to the existing operation of the plant control system, such as conduit and cable installations, prior to disconnecting any existing control equipment.

- J. Provide and implement a workaround to address any Plant control or monitoring process that is affected by temporary or permanent work being performed under this contract. Submit this plan to the Authority for review.
- K. Train operators in the functional operation of the new equipment.
- L. Demonstrate that the new and existing equipment is properly configured and operating by displaying process data at the local workstation and at other workstations on the existing SCADA system and verifying the accuracy of the displayed data.

1.06 INSUFFICIENT INSTRUCTION

- A. The Contractor shall furnish and install all materials and equipment which are reasonably inferable to be part of the complete installation.
- B. If, in the opinion of the Contractor, any work shown on details or called for under these Specifications is insufficiently specified or specified in such a manner as to make it impossible for him to produce first-class work which will meet the approval of the Owner, he shall notify the Owner before proceeding with the work and, if he fails to refer such instances to the Owner, no excuse for poor workmanship will be entertained.

1.07 FIELD ENGINEERING

- A. Where dimensions are shown or indicated, the information given is approximate only, and is not warranted by the Engineer to be either complete or correct. The Contractor shall verify actual existing conditions and dimensions in the field before ordering materials or starting construction.
- B. Drawing details indicate the general location and arrangement of conduit, wiring devices, equipment, and other products. The Contractor shall adjust the indicated locations (subject to approval in the field) as necessary to:
 - 1. Comply with all applicable code requirements.
 - 2. Permit access for construction, inspection, testing, operation, and maintenance.
 - 3. Avoid conflict with pipes, mechanical equipment, structural openings (e.g., doors), and other obstructions, as built, whether or not they are shown on the Drawings.
 - 4. Produce a neat, workmanlike arrangement.
- C. The Contractor shall determine the proper connection points for all power, control, and signal wiring, regardless of whether the connection points are in equipment furnished under this Contract, in equipment furnished by others, or in existing equipment.

- D. The Owner will make available to the Contractor any reference drawings. However, the Owner does not guarantee the correctness, completeness, or availability of reference drawings. Should the Contractor choose to rely upon the reference drawings, he does so at his own risk.
- E. The Contractor shall coordinate the making and sealing of all holes through structures to accommodate electrical conduits and supports for electrical equipment and shall submit working drawings thereof for the Owner's approval.
- F. The Contractor shall ensure that proper service is provided to all mechanical equipment requiring electricity for power or control.

1.08 SUBMITTALS

The following information shall be provided in tabbed, booklet format covering all Project work. This is a comprehensive list and all items may not apply to this particular project.

- A. Submit detailed information for each instrument or control device including manufacturer's descriptive literature and a specific data sheet for each device and its configuration which shall include as a minimum.
 - 1. Tag number per the loop diagrams.
 - 2. Product (item) name used herein and on the contract drawings.
 - 3. Manufacturer's complete model number.
 - 4. Location of the device.
 - 5. Input/Output characteristics.
 - 6. Range, size and graduations.
 - 7. Physical size with dimensions, enclosure NEMA classification and mounting details.
 - 8. Materials of construction of all components.
 - 9. Instrument or control device sizing calculations, where applicable.
 - 10. Certified calibration data on all flow metering devices.
 - 11. Accuracy, resolution, hysteresis and frequency response.
- B. Panel Layout Drawings
 - 1. Drawings shall show all panel mounted devices to scale and dimensioned and shall include legend.
 - 2. Include cross reference to a bill of material for components used.

3. Component designations shall match those used on elementary schematic diagrams and physical component labeling required
- C. Elementary Schematic Diagrams - Ladder type circuit diagrams prepared to facilitate the understanding of the system function and maintenance and fault detection.
1. Control devices shall be shown between vertical lines that represent control power wiring, with the left line representing control circuits common and right representing operating coils common except where permitted by Clause 9 of NFPA 79.
 2. Control devices shall be shown on numbered horizontal lines (rungs) between the vertical lines.
 3. Drawings shall include a cross referencing scheme used in conjunction with each relay, output device, limit switch, and other devices so that any contact related to a device can be readily located on the drawing.
 4. Component designations shall be included for all devices, with the same designations used on Panel Layout Drawings.
 5. Each panel terminal within a terminal strip shall be numbered; when multiple terminal strips exist, each shall be given a unique identification. Terminal strip identification shall be included on Panel Layout Drawings.
 6. All wires shall be numbered. Wiring and devices external to panel shall be clearly identified.
 7. Control devices shall utilize the symbology depicted in NFPA 79 and IEEE315.
 8. Switch symbols shall be shown with utilities turned off and devices in their normal starting condition. Include control settings on the diagrams when available.
- D. Panel Interconnection Diagrams - Wiring interconnection diagrams prepared to show all signal and power wiring for external connections to control panels provided for Project.
1. Wire and cable tags information shall be provided to Contractor in an electronic format for in physical wire and cable tagging.
 2. Drawings prepared on a per control panel basis.
 3. Show interconnecting wiring, field device, control panel, and provision for 2 field located termination cabinets.
 4. Interconnecting wiring shall include wire and cable tag numbers.
 5. Field device information shall include device tag and description, signal description, signal electrical characteristics, and range.

6. Control panel information shall include terminal strip identification and terminal number.
 7. Drawings shall indicate source of control signal power.
 8. Prepare drawings in accordance with requirements of NFPA 79.
- E. PLC Equipment Layout Drawing including processing equipment, I/O components, power supplies, and peripheral devices.
 - F. PLC data base list with I/O module cross reference identification for each PLC processor.
 - G. PLC documentation describing memory type, size and structure; listing of I/O; data table memory and size of memory available for all programs.
 - H. PCS Equipment Layout Drawings including detailed enclosure layouts for servers, switches and communications systems with overall dimensions and equipment bill of materials.
 - I. SCADA software user manuals for all applications, including operating system, describing programming methods and procedures, utilities, diagnostics, documentation, and system support functions. Documentation covering all custom software or programming proposed or required for this Project.
 - J. Network information including detailed block diagram showing system hardware and components; operating systems and software with revision numbers indicated; format, protocol and procedures for Process Control Network communications; on-line and offline capabilities for programming, system utilities and diagnostics; recommended test equipment.
 - K. Process Control Network Drawings - Drawings shall show connections between connected Process Control System devices including servers, HMIs, PLCs, radios, and network devices. Drawings shall indicate network domain and device addresses, subnet masks, gateways, and other pertinent network address information for both Ethernet and Devicenet systems.
 - L. Detailed fiber optic system layout drawings including patch panel connections, cable ID and color code, and equipment bill of materials.
 - M. Electrical power, UPS, Grounding, and DC Power Schematics for all equipment.
 - N. Heat calculations for all enclosures.
 - O. UPS sizing calculations.
 - P. List of special tools (including software) required for instrument calibration, startup, checking, testing, parts replacement, troubleshooting, and maintenance of all components of the Process Control System. Identify any special tools specially designed or adapted for use on parts of this system.

- Q. Test Outline and Procedure Submittal - A detailed description of each specified test procedure and demonstration shall be submitted for approval
- R. Spare and Expendable Items Submittal - provide a list of recommended spares and expendable items as recommended by System Integrator in sufficient quantities to sustain the Process Control System for a period of 3 year after acceptance. A total purchase cost for the recommended list shall be provided in addition to the unit cost for each item. The cost of obtaining spare and expendable items selected by Owner will be addressed as a Change Order at the Owner's discretion.
- S. Operation and Maintenance (O&M) Data

1.09 FINAL DOCUMENTATION

- A. Prior to final acceptance of the system, eight (8) sets of Operating and Maintenance manuals covering instructions and maintenance on each type of equipment shall be furnished as noted herein.
- B. The instructions shall be bound in three ring binders with drawings reduced or folded for inclusion and shall provide at least the following as a minimum.
 - 1. A comprehensive index.
 - 2. A complete "As Constructed" set of approved shop drawings.
 - 3. A complete list of the equipment supplied including serial number, ranges and pertinent data.
 - 4. Full specifications on each item.
 - 5. System schematic drawings "As Constructed" illustrating all components, piping and electrical connections of the systems supplied under this section.
 - 6. Detailed service, maintenance and operation instructions for each item supplied.
 - 7. Special maintenance requirements particular to this system shall be clearly defined, along with special calibration and test procedures.
 - 8. The operating instructions shall also incorporate a functional description of the entire system with references to the system's schematic drawings and instructions.
 - 9. Complete parts lists with stock numbers and name, address and telephone number of the local supplier.

1.10 SOURCE QUALITY CONTROL

- A. The manufacturers of the equipment and fabricators of panels and/or cabinets supplied under this section shall allow the engineer and/or owner to inspect and witness the testing of the equipment at the site of fabrication. Equipment shall include the cabinets, special control systems and other pertinent systems and/or devices. A minimum of ten (10) working days notification shall be provide to the Engineer prior to testing. No shipments shall be made without the Engineer's approval.

1.11 PRODUCT HANDLING

- A. After completion of shop assembly, factory test and approval all equipment, cabinets, panels and consoles shall be packed in protective crates and enclosed in heavy duty polyethylene envelopes or secured sheeting to provide complete protection from damage, dust and moisture. Dehumidifiers shall be placed inside the polyethylene coverings. The equipment shall then be skid mounted for final transport. Lifting rings shall be provided for moving without removing protective covering. Boxed weights shall be shown on shipping tags together with instructions for unloading, transporting, storing and handling at jobsite.
- B. Special instructions for proper field handling, storage and installation required by the manufacturer for proper protection shall be securely attached to each piece of equipment prior to packaging and shipment.
- C. Each component shall be tagged to identify its location, tag number and function in the system. Identification shall be prominently displayed on the outside of the package.
- D. A permanent stainless steel or other non-corrosive material tag firmly attached and permanently and indelibly marked with the instrument tag number as given in the tabulation, shall be provided on each piece of equipment supplied under this section.
- E. Equipment shall not be stored outdoors. Equipment shall be stored in dry permanent shelters and shall be adequately protected against mechanical and corrosive damage. If any apparatus has been damages, such damage shall be repaired by the Contractor at his own cost and expense. If any apparatus has been subject to possible injury by water, it shall be thoroughly dried out and put through such tests as directed by the Engineer. This shall be at the cost and expense of the Contractor or the apparatus shall be replaced by the Contractor at his own expense.

1.12 WARRANTY

- A. Provide warranty in accordance with General Conditions.
- B. Furnish a copy of the warranty together with the operating instructions and maintenance data for the complete system.

- C. System defects and deficiencies shall be corrected by Contractor within 24 hours of notification if Owner does not have necessary replacement parts in stock and within 4 hours of notification if Owner has necessary replacement parts in stock. Failure to correct these items per these requirements may result in Contractor losing Maintenance Bond.

PART 2 - PRODUCTS

2.01 SYSTEM INTEGRATOR EXPERIENCE REQUIREMENT

- A. The Contractor shall utilize a System Integrator having the experience and knowledge, as defined herein, to undertake the work specified in this Section.
- B. Shall be regularly engaged in the design, installation, and servicing of wastewater treatment PCS.
- C. Shall demonstrate the ability to produce electrical and control logic diagrams in the level of detail required by this specification.
- D. Shall have previously executed a minimum of five (5) wastewater treatment PCS projects of similar size and complexity to this Project and incorporating PLCs and HMI platforms included in this Project.
- E. Shall have previously successfully executed Ethernet wireless and wired networked projects of comparable size and complexity to this Project.
- F. The person(s) performing the field I&C work as required by the Contract Documents shall have a minimum of five (5) years' experience on PLC-based systems.
- G. Provide, on-site, a field staff technician to commission the functional testing, start-up and training as required by the Contract Documents. The individual shall have authored and commissioned control logic for no fewer than three (3) projects of similar or greater complexity and shall have a demonstrated proficiency in authoring logic in PLC Function Block Language.
- H. Upon request of Owner and in addition to other specified requirements, Contractor shall provide a minimum of five (5) System Integrator references to confirm compliance with these requirements.

2.02 INSTRUMENTATION

- A. All instrumentation supplied shall be of the manufacturer's latest design and shall produce or be activated by signals which are established standards for the water and wastewater industries.
- B. All electronic instrumentation shall be of the solid-state type and shall utilize transmission signals which conform to all FCC and local requirements.

- C. Outputs of equipment that are not of the standard signals as outlined shall have the output immediately converted to compatible standard signal as for remote transmission.
- D. All instruments shall be provided with mounting hardware and floor stands, wall brackets or instrument racks as shown on the drawings, or as required.
- E. Equipment installed in a hazardous area shall meet Class, Group and Division as shown on the contract electrical drawings to comply with the National Electrical Code.
- F. All indicators and readouts shall be linear in process units.
- G. Electronic equipment shall be of the manufacturer's latest design utilizing printed circuitry and suitably coated to prevent contamination by dust, moisture and fungus. Solid state components shall be conservatively rated for their purpose to assure optimum long-term performance and dependability over ambient atmospheric fluctuations and 0 and 100 percent relative humidity. The field mounted equipment and system components shall be designed for installation in dusty, humid and slightly corrosive service conditions.
- H. All equipment, cabinets and devices furnished hereunder shall be heavy duty type designed for continuous industrial service. The system shall contain products of a single manufacturer, insofar as possible, and shall consist of equipment models which are currently in production. All equipment provided shall be of modular construction and shall be capable of field expansion.
- I. All electronic equipment shall be provided with radio frequency interference protection.

2.03 ELECTRICAL

- A. All equipment shall be designed to operate on a 60 Hz alternating current power source at a nominal 110 volts plus or minus 10 percent, except where specifically noted. All regulators and power supplies required for compliance with the above shall be provided between power supply and interconnected instrument loop. Where equipment requires voltage regulation, constant voltage transformers shall be supplied.
- B. All analog transmitter and controller outputs shall be 4-20 milliamps into a minimum load range of 0-750 ohms, unless specifically noted otherwise. All switches shall have double pole, double throw contacts rated at a minimum of 600 VA, unless specifically noted otherwise. Material and equipment used shall be UL approved wherever such approved equipment and materials are available. All equipment shall be designed and constructed so that in the event of a power interruption, the equipment specified hereunder shall resume normal operation without manual resetting when power is restored. UPS System shall be provided under this Division for control panel (CP). Refer to Division 16 Specifications for UPS requirements.

2.04 LIGHTNING/SURGE PROTECTION

- A. Lightning/surge protection shall be provided to protect the electronic instrumentation system from induced surges propagating along the analog and discrete signal and power supply lines. The protection systems shall be such that the protection level shall not interfere with normal operation but shall be lower than the instrument surge withstand level and be maintenance free and self-restoring. Instruments shall be housed in a suitable metallic case, properly grounded. Ground wires for all surge protectors shall be connected to a good earth ground and where practical, each ground wire run individually and insulated from each other. These protectors shall be mounted within the instrument enclosure or a separate NEMA 4X junction box coupled to the enclosure. The units shall be as manufactured by Innovation Technologies or approved equal.
- B. Power Supply - Protection of all alternating current (AC) instrument power supply lines shall be provided. Cabinet(s)/panel(s) and groups of field instruments, as approved by the Engineer, shall be protected by isolation transformers and surge suppressors. Individual field instruments shall be protected by individual gas tube surge suppressors.
- C. Signal Line - protection of all field analog, discrete, digital and telemetered signal lines shall be provided. Protection devices shall be installed at both ends and as close to the instrument being protected as possible. Where signal lines enter control rooms through an interface cabinet, the protection devices shall be mounted in the interface cabinet.
- D. Warranty - A five-year warranty shall be provided by the surge/lightning suppression equipment manufacturer. The warranty shall cover the replacement of all protected equipment for a period of five years after the date of acceptance.

PART 3 - EXECUTION

3.01 GENERAL INSTALLATION

- A. Instrumentation and accessory equipment shall be installed in accordance with the manufacturer's instructions. The locations of equipment, transmitters, alarms and similar devices shown on the drawing are approximate only. Exact locations shall be as approved by the Engineer during construction.
- B. Obtain in the field all information relevant to the relevant to the placing of process control work and in case of any interference with other work, proceed as directed by the Engineer and furnish all labor and materials necessary to complete the work in an approved manner.
- C. The instrumentation loop diagrams indicate the intent of the interconnections between the individual instruments. Any exceptions should be noted.

- D. The installation details on the drawings indicate the designed installation for the equipment specified. Where specific installation details are not specified or shown on the drawings, the American Petroleum Institute (API) Recommended Practice 550 shall be followed as applicable.
- E. All work shall be executed in full accordance with codes and local rulings. Should any work be performed contrary to said rulings, ordinances and regulations, the Contractor shall bear full responsibility for such violations and assume all costs arising therefrom.
- F. All equipment used in areas designated as hazardous shall be designed for the Class, Group and Division as required on the electrical drawings for the locations. All installation shall be in strict accordance with codes.
- G. Unless specifically shown in the contract documents, direct reading or electrical transmitting instrumentation shall not be mounted on process piping. Instrumentation shall be mounted on instrument racks or stands as detailed on the installation detail drawings. All instrumentation connections shall be provided with shut off and drain valves. For the differential pressure transmitters, three-way stainless-steel valve manifolds shall also be provided. For slurries, chemical or corrosive fluids diaphragm seals with flushing connections shall be provided.
- H. All piping to and from field instrumentation shall be provided with necessary unions, test tees, couplings, adapters and shut off valves.
- I. Field instruments requiring power supplies shall be provided with local electrical shut offs and fuses as required.
- J. Brackets and hangers required for equipment mounting shall be provided. They shall be installed in a workmanlike manner and not interfere with any other equipment.
- K. The system supplier shall investigate each space in the building through which equipment must pass to reach its final location. If necessary, the system supplier shall be required to ship his material in sections sized to permit passing through restricted areas in the building. The system supplier shall also investigate and make any field modifications to the allocated space for each cabinet, enclosure and panel to assure proper space and access (front, rear, side).
- L. The shield on each process instrumentation cable shall be continuous from source to destination and be grounded as directed by the manufacturer of the instrumentation equipment, but in no case shall more than one ground point be employed for each shield.
- M. Lifting rings from cabinets/assemblies shall be removed. Hole plugs shall be provided for the holes of the same color as the cabinet.

- N. The system supplier shall coordinate the installation, placing and location of system components, their connections to the process equipment panels, cabinets and devices subject to the Engineer's approval. He shall be responsible to ensure that all field wiring for power and signal circuits are correctly done in accordance with best industry practice and provide for all necessary system grounding to insure a satisfactory functioning installation. The Contractor hereunder shall schedule and coordinate his work under with that of the electrical work specified under applicable sections Division 16.

3.02 PLC INPUT/OUTPUT SIGNAL POWER SOURCE

- A. Except for 4-wire instruments, all analog loops shall be powered from respective process control panel.
- B. 120 volts alternating and direct current for Process Control System inputs shall be sourced from respective process control panel.
- C. 120 volts alternating and direct current for Process Control System outputs shall be sourced from respective location receiving control signal.

3.03 TESTS

- A. The Contractor shall furnish the services of the system suppliers' servicemen, all special tools, calibration equipment and labor to perform the tests. Certified copies of the tests shall be furnished in duplicate to the Engineer.
- B. Following connections, check-out and final adjustment of all panels, instruments, meters, monitoring and control devices, a performance check shall be made on each. Analog instruments and system inputs shall be tested at 0 percent, 25 percent, 50 percent, 75 percent, 100 percent, and 1001 percent of scale, as required. All status and alarm switches as well as all monitoring and control functions shall also be checked. Each device on the loop/logic diagrams must be signed off by the Engineer as being acceptable. Testing shall be done from the signal source (transmitter) to the Data Acquisition and Process Control System including all field wiring.
- C. If, during running of the tests one or more points appear to be out by more than the specified amount, the system supplier's servicemen shall make such adjustments or alterations as are necessary to bring equipment up to Specification performance. Following such adjustment, the tests shall be repeated for all specified points to ensure compliance.

3.04 INSTRUCTION

- A. The Contractor shall furnish a system supplier's representative for a field training program to be run at the owner's plant site and consist of up to two (2) days instruction for two (2) of the owner's personnel. The program shall cover instrumentation debugging, troubleshooting, calibration and maintenance procedures and system operation. This training program will be held at a time chosen by the owner and will be exclusive of any instruction given at the time of system start-up.

3.05 SUBSTANTIAL COMPLETION

- A. Completion shall require the following process instrumentation and control work is successfully completed:
1. Owner's receipt of required site documentation including required O&M material.
 2. Owner's receipt of Fiber testing submittal.
 3. PLC and panel spare parts.
 4. "As Built" drawings
 5. Fully commented PLC program.
 6. Completion of specified training associated with equipment provided.
 7. Successful completion of the specified demonstration period.
 8. Owner's receipt of required tools.

END OF SECTION



Addendum #1

Project Name: Lift Station #10 Rehabilitation

Client: City of Holly Hill

Project Location: Holly Hill

Client Representative: Antoine Khoury

Project Number: 1000710-191454.01

Mead & Hunt, Inc. Manager: Kevin A. Lee, P.E.

Date: July 27, 2020

Mead & Hunt Inc. Phone: (386) 761-6810

TO ALL BIDDERS: You are requested to make all changes and/or additions contained in this Addendum to the Bidding Documents. Failure to acknowledge this Addendum in Proposal shall result in rejection of bid.

BID DATE AND TIME SHOULD CORRESPOND TO DATE AND TIME INDICATED IN ADVERTISEMENT FOR BIDS, UNLESS DATE AND TIME HAS BEEN CHANGED IN THIS OR PREVIOUS ADDENDUMS.

QUESTIONS:

1. Specification Section 33 32 20 for the subject project states the following with regard to the pump manufacturer, "Pumps shall be manufactured by ABS, or equal, as preapproved by the design engineer of the lift station." Please advise if the attached Grundfos pump will be considered as an approved equal.

Answer: The specified pump in the bid is the standard for Holly Hill and the City will not accept any alternative.

2. What is the engineer's estimate?

Answer: \$299,750

3. Do you have an estimated budget or start date for the project?

Answer: See Answer 2 above for cost estimate. This project is anticipated to start soon after bids are received and contract award.

4. Can you provide the estimate for this project, please?

Answer: See Answer 2 above.

5. Do you release planholder's lists for your projects and if so, can you send me a copy?

Answer: This project can be found on VendorLink. A list of those interested can be found there.

6. Would you allow Ebara Submersible Pumps?

Answer: The specified pump in the bid is the standard for Holly Hill and the City will not accept any alternative.

7. The City of Holly Hill has expressed interest in the small Sulzer mixers that are used to keep solids suspended in the wetwell and prevent the blanket of grease, rags, etc. that typically forms on the wetwell surface. Data is attached for reference. Would the city like this mixer included for this project?

Answer: No

8. The City of Holly Hill has expressed interest in a safety grate for the wetwell hatch as fall-thru protection. Should the safety grate be included on the wetwell hatch for this project?

Answer: Yes

9. Holly Hill typically requires a 5-year, non pro-rated warranty. The spec calls for a standard pro-rated warranty. Which is required?

Answer: 5-year, non pro-rated warranty is required

10. Holly Hill has been using a submersible transducer as manufactured by MPE, not Sulzer as specified. Please confirm the MPE transducer is acceptable.

Answer: MPE is acceptable

11. It is our understanding that a new DFS telemetry unit was recently installed at this site. Is the existing DFS unit being re-used, or is a new unit required?

Answer: DFS will remove the existing telemetry unit when this lift station is placed into bypass. The telemetry unit will be provided to the control panel manufacturer. Contractor to coordinate with DFS

12. The plans show the DFS unit in a separate enclosure on the electrical rack. It is our understanding that the City of Holly Hill would prefer that the DFS unit be installed in the new pump control panel. Please clarify where the DFS controller is to be installed.

Answer: DFS controller to be installed inside new pump control panel. Contractor to coordinate with DFS

13. It is our understanding that the City of Holly Hill has a lease agreement with DFS for the telemetry equipment. With regards to the telemetry equipment for this project, can you please clarify what the contractor / vendors are responsible for what the City of Holly Hill handles directly with DFS?

Answer: The Contractor shall pay DFS for the installation of their equipment in the control panel and field services. The DFS equipment being used is existing at the lift station site and will be reused in the new control panel and electrical rack installation.

14. What is the engineering estimate for this project?

Answer: See Answer 2 above.

15. Is there an engineer estimate/ budget available for this work?

Answer: See Answer 2 above.

END OF ADDENDUM

Disclaimer: This addendum was posted on Vendor Link. It is the sole responsibility of the bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

5.2

MEETING DATE: September 9, 2020
FROM: Antoine Khoury
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Approving and Awarding 51 Site Services a Contract for the "Flomich Street and Riverside Drive Stormwater Improvements Project" and Authorizing the City Manager to Execute the Agreement; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2020-R-43
APPLICANT:
PLANNER:

DISCUSSION:

Flomich Street and Riverside Drive located at the north limits of the city, has a 36-inch storm outfall pipe that has been uncovered due to erosion from recent tropical storms. The city desires to correct the damage by replacing the pipe from the Riverside Drive right-of-way to the connection to the Halifax River.

The City solicited bids and received nine (9) bids for this project:

D.B. Civil Construction, LLC	\$235,255.00
P&S Paving, Inc.	\$205,025.00
JD Weber Construction Co.	\$199,885.00
S.E. Cline Construction, Inc.	\$180,039.74
Hazen Construction, LLC	\$178,820.00
Gregori Construction, Inc.	\$175,145.00
4C's Trucking and Excavation, Inc.	\$166,797.80
Cain Enterprises, LLC	\$147,138.00
51 Site Services, Inc.	\$136,424.82

The low bidder is 51 Site Services of Ormond Beach, Florida with a total bid of \$136,424.82.

Staff and City's consultants have reviewed 51 Site Services bid package and have found it responsive and is qualified to complete this project.

FISCAL ANALYSIS:

Funding for this project has been budgeted in account 461-8110-580-6300 with Project Code 19SW01.

STAFF RECOMMENDATION:

Authorize the City Commission to award and authorize the City Manager to execute a contract with 51 Site Services for the award of the Flomich Street and Riverside Drive Stormwater Improvements Project.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVE AND AWARD 51 SITE SERVICES A CONTRACT FOR THE “FLOMICH STREET AND RIVERSIDE DRIVE STORMWATER IMPROVEMENTS PROJECT”, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.

ATTACHMENTS:

- Consultant's Recommendation Flomich Riverside Outfall (PDF)
- Outfall Bid Tabulation (PDF)
- 20-PW-04 51 Site Services 2020-07-21_132058 (PDF)
- 20-PW-04 Invitation to Bid (PDF)

Resolution No. 2020-43**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AND AWARDED 51 SITE SERVICES A CONTRACT FOR THE "FLOMICH STREET AND RIVERSIDE DRIVE STORMWATER IMPROVEMENTS PROJECT" AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AND AWARDED 51 SITE SERVICES A CONTRACT FOR THE "FLOMICH STREET AND RIVERSIDE DRIVE STORMWATER IMPROVEMENTS PROJECT" AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Flomich Street and Riverside located at the north limits of the City, has a 36-inch storm outfall pipe that has been uncovered due to erosion from recent tropical stores; and

WHEREAS, the City desires to correct the damage by replacing the pipe from the Riverside Drive right-of-way to the connection to the Halifax River; and

WHEREAS, the City solicited and received none (9) bids for this project; and

WHEREAS, the low bidder is 51 Site Services of Ormond Beach, Florida with at total bid of \$136,424.82.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill approve the contract and authorize the City Manager to execute the agreement.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 9th day of SEPTEMBER,

Resolution 2020-43

Meeting of September 9, 2020

2020.



July 24, 2020

Mr. Antoine Khoury, P.E.
Public Works Director
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

Email: akhoury@hollyhillfl.org
Hard Copy Mailed Only on Request

Subject: Flomich Street and Riverside Drive Outfall Replacement
Bid No. 20-PW-04
Award Recommendation

Dear Mr. Khoury,

The City received nine (9) bid(s) on the above referenced project on July 21, 2020. Please see the attached detailed bid tabulation as compiled by our firm based on the bids received. The tabulation shows the following provided the lowest three (3) bid amounts.

- | | |
|--|----------------------|
| • 51 Site Services, Inc of Ormond Beach, FL | \$ 136,424.82 |
| • Cain Enterprises, LLC dba Engineering Solutions International of Ocala, FL | \$ 147,138.00 |
| • 4C's Trucking and Excavation, Inc of Bunnell, FL | \$ 166,797.80 |

We have not worked with 51 Site Services before and therefore we performed checks on the references provided. Our investigation resulted in a mix of results. We discovered that 51 Site Services is a recently formed utility contractor (2017) with limited experience with municipal utility work similar to the nature of the subject project. The only municipal project they worked on was as a subcontractor on a project in Daytona Beach – MLK Blvd Improvements – which included utility work in an existing road. The prime contractor, Sanpik, replied to our call and gave 51 Services average marks on their work. However, we spoke to Curtis Burkett of City of Daytona Beach who stated they have been successful on a recent project for his city with a new superintendent. See attached reference checks.

The second low bidder, Cain Enterprises DBA Engineering Services International, is well known to our firm as they have recently completed the Flamingo Drive and Lakewood Drive Water Main Replacement project and are currently working on the Lift Station 9 replacement project. Cain had completed the

Mr. Antoine Khoury, P.E.
July 24, 2020
Page 2

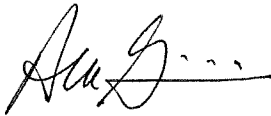
Flamingo and Lakewood project with satisfactory results. We had only minor complaints from residents in the project area and each complaint was resolve in an expeditious manner.

4C's Trucking is also familiar to our firm as they have completed several utility projects for other clients in Volusia and Flagler County with satisfactory results.

Based on our evaluation, it appears that 51 Site Services had past issues with personnel that they have corrected. The current management has hired more qualified individuals for superintendents which resulted in satisfied clients with recent projects. Therefore, we recommend award of this project for the cost of \$136,424.82.

We trust this letter will assist the City in their decision. Please do not hesitate to contact the office if you have questions.

Sincerely,



Andrew M. Giannini, P.E.
Sr. Project Manager

AG:bf

Attachments: 1) Bid Tabulation
2) Reference check documentation

Copy to: Stella Gurney, Finance Director



**CITY OF HOLLY HILL
FLOMICH ST. & RIVERSIDE DR. STORM OUTFALL REPLACEMENT
BID TABULATION
21-Jul-20**

Page 1 of 2

ITEM NO.				DESCRIPTION		QTY	UNIT	UNIT COST	TOTAL	CAIN ENTERPRISES LLC DBA ENGINEERING SOLUTIONS INTERNATIONAL Ocala, FL	4C's TRUCKING AND EXCAVATION, INC. Bunnell, FL	GREGORI CONSTRUCTION, INC. Titusville, FL	HAZEN CONSTRUCTION LLC New Smyrna Beach, FL				
A.				PRELIMINARY ITEMS													
1				\$ 1.00	LS	\$18,290.00	\$	18,290.00	\$	20,000.00	\$	15,185.00	\$	10,000.00	\$	10,000.00	
2				\$ 1.00	LS	\$ 590.00	\$	590.00	\$	7,390.00	\$	4,900.00	\$	6,500.00	\$	6,500.00	
3				\$ 1.00	LS	\$ 2,891.00	\$	2,891.00	\$	500.00	\$	450.00	\$	750.00	\$	2,500.00	
4				\$ 1.00	LS	\$ 5,015.00	\$	5,015.00	\$	1,250.00	\$	4,400.00	\$	4,000.00	\$	2,000.00	
B.				OUTFALL REPLACEMENT													
1																	
				\$ 1.00	EA	\$ 7,909.54	\$	7,909.54	\$	6,972.00	\$	5,300.00	\$	5,000.00	\$	9,500.00	
				\$ 1.00	EA	\$ 6,270.52	\$	6,270.52	\$	5,656.00	\$	3,500.00	\$	5,000.00	\$	14,500.00	
2																	
				\$ 40.00	LF	\$ 143.39	\$	5,735.60	\$	80.00	\$	3,200.00	\$	150.00	\$	6,000.00	
				\$115.00	LF	\$ 84.56	\$	9,724.40	\$	80.00	\$	9,200.00	\$	100.00	\$	11,500.00	
3				\$ 1.00	LS	\$ 1,416.00	\$	1,416.00	\$	1,000.00	\$	2,900.00	\$	2,250.00	\$	2,500.00	
4				\$ 70.00	LF	\$ 512.94	\$	35,905.80	\$	600.00	\$	42,000.00	\$	800.00	\$	56,000.00	
5				\$ 1.00	EA	\$10,030.00	\$	10,030.00	\$	8,700.00	\$	15,900.00	\$	11,000.00	\$	11,000.00	
6				\$ 90.00	CY	\$ 51.13	\$	4,601.70	\$	175.00	\$	15,750.00	\$	180.00	\$	16,200.00	
7				\$300.00	CY	\$ 33.04	\$	9,912.00	\$	30.00	\$	9,000.00	\$	50.00	\$	15,000.00	
8				\$ 50.00	SY	\$ 63.72	\$	3,186.00	\$	133.58	\$	6,679.00	\$	145.00	\$	7,250.00	
9				\$ 1.00	LS	\$ 2,124.00	\$	2,124.00	\$	1,250.00	\$	5,500.00	\$	2,250.00	\$	2,500.00	
C.				GENERAL													
1																	
				\$ 10.00	SY	\$ 94.40	\$	944.00	\$	70.00	\$	700.00	\$	34.50	\$	345.00	
				\$ 60.00	SY	\$ 102.27	\$	6,136.20	\$	80.00	\$	4,800.00	\$	46.58	\$	2,794.80	
2				\$500.00	SY	\$ 5.31	\$	2,655.00	\$	4.00	\$	2,000.00	\$	5.64	\$	2,820.00	
3				\$ 1.00	LS	\$ 1,770.00	\$	1,770.00	\$	1.00	\$	1,550.00	\$	5,000.00	\$	5,000.00	
4				\$ 1.00	CY	\$ 42.48	\$	42.48	\$	25.00	\$	55.00	\$	50.00	\$	50.00	
5				\$ 1.00	CY	\$ 30.68	\$	30.68	\$	30.00	\$	150.00	\$	50.00	\$	50.00	
6				\$ 1.00	CY	\$ 29.50	\$	29.50	\$	35.00	\$	150.00	\$	45.00	\$	75.00	
7				\$ 2.00	EA	\$ 607.70	\$	1,215.40	\$	500.00	\$	1,050.00	\$	850.00	\$	1,700.00	
				BASE BID TOTAL		\$	136,424.82		\$	147,138.00		\$	166,797.80		\$	175,145.00	
																\$	178,820.00

Notes:

1. Site Services had an error in several different line items for a total bid of \$136,424.87, resulting in an overage of \$0.05.
2. 4C's Trucking & Excavation had an error in total bid price of \$168,449.80, resulting in an overage of \$1,651.20.
3. P&S Paving, Inc. had errors in line item C-1(a)(b) for a total bid of \$208,425, resulting in an overage of \$3,400.
4. S.E. Cline Construction, Inc. had an error in total bid of \$180,039.83, resulting in an overage of \$0.09.



CITY OF HOLLY HILL
FLOMICH ST. & RIVERSIDE DR. STORM OUTFALL REPLACEMENT
BID TABULATION
21-Jul-20

Page 2 of 2

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL	S.E. CLINE CONSTRUCTION, INC. Palm Coast, FL	JD WEBER CONSTRUCTION CO. Ormond Beach, FL	P&S PAVING, INC. Daytona Beach, FL	UNIT COST	TOTAL	D.B. CIVIL CONSTRUCTION, LLC Ormond Beach, FL	UNIT COST	TOTAL
A. PRELIMINARY ITEMS													
1	Mobilization	\$ 1.00	LS	\$24,768.08	\$ 24,768.08								
2	Erosion and Sediment Control	\$ 1.00	LS	\$ 3,891.60	\$ 3,891.60								
3	Preconstruction Video	\$ 1.00	LS	\$ 1,495.00	\$ 1,495.00								
4	Field Locate and Expose Existing Utilities	\$ 1.00	LS	\$ 2,775.23	\$ 2,775.23								
B. OUTFALL REPLACEMENT													
1	Storm Structure												
	a) Type 'E' Inlet - remove and replace	\$ 1.00	EA	\$ 5,212.00	\$ 5,212.00								
	b) Conflict Manhole - remove and replace	\$ 1.00	EA	\$18,347.11	\$18,347.11								
2	Storm Pipe												
	a) 24" RCP	\$ 40.00	LF	\$ 228.79	\$ 9,151.60								
	b) 24" HDPE	\$115.00	LF	\$ 90.48	\$ 10,405.20								
3	Grout Fill and Abandon Pipe	\$ 1.00	LS	\$ 2,612.23	\$ 2,612.23								
4	Construct Retaining Wall	\$ 70.00	LF	\$ 71.35	\$ 39,994.50								
5	Backflow Preventer, 24" Tiedflex	\$ 1.00	EA	\$12,390.53	\$ 12,390.53								
6	Bank and Shore Riprap per FDOT Specs	\$ 90.00	CY	\$ 192.66	\$ 17,339.40								
7	Embankment	\$300.00	CY	\$ 39.54	\$ 11,862.00								
8	Open Cut and Repair Asphalt	\$ 50.00	SY	\$ 140.05	\$ 7,002.50								
9	As-Built Plans	\$ 1.00	LS	\$ 2,282.75	\$ 2,282.75								
C. GENERAL													
1	Concrete Pavement, Remove and Replace												
	a) 4" Thick Sidewalk	\$ 10.00	SY	\$ 89.22	\$ 892.20								
	b) 6" Thick Driveway/Pavement	\$ 60.00	SY	\$ 65.11	\$ 3,906.60								
2	Sod - Argentine Bahia	\$500.00	SY	\$ 3.93	\$ 1,965.00								
3	Compliance with Florida "Trench Safety Act"	\$ 1.00	LS	\$ 920.00	\$ 920.00								
4	Unsuitable Material Excavation	\$ 1.00	CY	\$ 23.00	\$ 23.00								
5	Crushed Rock or Shell Trench Subgrade Material	\$ 1.00	CY	\$ 12.76	\$ 12.76								
6	Rock Excavation	\$ 1.00	CY	\$ 25.55	\$ 25.55								
7	Removable Bollards	\$ 2.00	EA	\$ 1,382.45	\$ 2,764.90								
				BASE		\$ 180,039.74		\$ 199,885.00		\$ 205,025.00		\$ 235,255.00	

Notes:

1. Site Services had an error in several different line items for a total bid of \$136
2. 4C's Trucking & Excavation had an error in total bid price of \$168,449.80, re
3. P&S Paving, Inc. had errors in line item C1(a)(b) for a total bid of \$208,425, re
4. S.E. Cline Construction, Inc. had an error in total bid of \$180,039.83, resulting

**SECTION 00 30 00
PROPOSAL
FOR
CITY OF HOLLY HILL
FLOMICH ST. & RIVERSIDE DR. STORM OUTFALL REPLACEMENT
BID NO. 20-PW-04**

(To be completed in Duplicate)

Bidder's Name: 51 SITE SERVICES, Inc

Submitted: 7/21, 20

City of Holly Hill
City Clerk
1065 Ridgewood Avenue
Holly Hill, FL 32117

Gentlemen:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient test holes and/or other subsurface investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the Drawings and Specifications for the work and from his/her own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and he/she has examined the other Contract Documents and all addenda relating thereto, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Holly Hill, (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work specified in the Proposal and other Contract Documents.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Contract Form.

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

The Bidder further agrees to execute a Contract and furnish satisfactory Performance and Payment Bonds, each in the amount of one-hundred percent of the Contract price, and the required Certificates of Insurance, within ten consecutive calendar days after written notice being given by the Owner of the award of the Contract, and the undersigned agrees that in case of failure on his/her part to execute the said Contract, Performance and Payment Bonds and Insurance Certificates within ten (10) consecutive calendar days after the award of the Contract, the bid guarantee accompanying his/her bid and the money payable thereon shall be paid to the Owner as liquidation of damages sustained by the Owner; otherwise, the bid guarantee shall be returned to the undersigned within fifteen days after the Contract is signed and the Performance and Payment Bonds and Insurance Certificates are filed.

The undersigned agrees to accept as full compensation for completion of the project in full compliance with the Contract Documents, the unit prices for the items named in Section 00 31 00, Schedule of Unit Prices, submitted herein with this Proposal.

The undersigned offers to furnish all materials, equipment and labor for construction of

FLOMICH ST. & RIVERSIDE DR. STORM OUTFALL REPLACEMENT

for the City of Holly Hill, Florida, complete in every respect in strict accordance with the drawings, specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed in the "Schedule of Unit Prices: Section 00 31 00" attached and made a part of this Bid. **The bid total is:**

ONE HUNDRED THIRTY SIX THOUSAND FOUR HUNDRED TWENTY FOUR
(In Words) DOLLARS AND 87/100

Dollars \$ 136,424.87 (In Figures)

COMPLETION TIME OF CONTRACT

The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that the total work shall be substantially completed within **120 days** and final completion within **30 days** of substantial completion.

SCHEDULE OF MAJOR MANUFACTURERS
AND SUPPLIERS

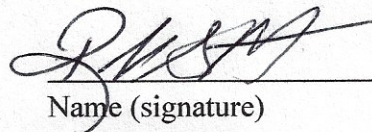
Category I - Sole Source Equipment Items:

Item No.	Spec. No.	Equipment/Material	Manufacturer or <u>Supplier</u>
B4	13 40 10	ESP 4.1 x 10 Grey Vinyl Sheet Wall	Decks + Docks Lumber Co.

Category II - Major Equipment Items:

ALTERNATE MANUFACTURERS/SUPPLIERS

EQUIPMENT ITEM MATERIAL	SPEC. SECTION	ALTERNATIVE MANUFACTURER / SUPPLIER (LIST ONE ONLY)	DEDUCTIBLE AMOUNT (indicate whether lump sum or unit price) ALTERNATE
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____
9. _____	_____	_____	_____
10. _____	_____	_____	_____


7/21/2020
 Name (signature) Date

ROBERT STEPHEN McLEAN
 Name (typed and printed)

CEO
 Title

ACKNOWLEDGMENT OF ADDENDA

Addenda will be issued via email and it is the Bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for the project. Acknowledgment is hereby made of the following Addenda received since issuance of Drawings and Specifications:

Addendum No. 1 Dated: 7/7/20
 Addendum No. _____ Dated: _____
 Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____
 Addendum No. _____ Dated: _____
 Addendum No. _____ Dated: _____

Attached hereto is a cashier's check on the SEACOAST BANK Bank of
51 Site Services, Inc. or Bid Bond for the sum of
SIX thousand eight hundred ^{twenty one + 25/100} Dollars (6,821.25),
 made payable to CITY OF HOLLY HILL, FL. (Owner).

51 Site Services, Inc.
 (Name of Bidder) (Affix Seal)

[Signature]
 (Signature of Officer)

VP
 (Title of Officer)

51 Site Services, Inc.
 Name of Bidder

136 N. ORCHARD ST Ste 4
 Address

013, FL 32174
 City/State/Zip

386.235.8992
 Telephone

CUL1225423
CBL1259950
 Contractor's Florida License Number

The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:

TIM FISHEL - PRESIDENT

SARAH FISHEL - VICE PRESIDENT

ROB MCNEAL - CEO

END OF SECTION

00 30 00 - 7

SECTION 00 31 00
SCHEDULE OF UNIT PRICES
CITY OF HOLLY HILL

FLOMICH ST. & RIVERSIDE DR. STORM OUTFALL REPLACEMENT
BID NO. 20-PW-04

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
A.	PRELIMINARY ITEMS				
1	Mobilization	1	LS	\$18,290.00	\$18,290.00
2	Erosion and Sediment Control	1	LS	\$590.00	\$590.00
3	Preconstruction Video	1	LS	\$2,891.00	\$2,891.00
4	Field Locate and Expose Existing Utilities	1	LS	\$5,015.00	\$5,015.00
B.	OUTFALL REPLACEMENT				
1	Storm Structure				
	a) Type 'E' Inlet - remove and replacve	1	EA	\$7,909.54	\$7,909.54
	b) Conflict Manhole - remove and replace	1	EA	\$6,270.52	\$6,270.52
2	Storm Pipe				
	a) 24" RCP	40	LF	\$143.39	\$5,735.74
	b) 24" HDPE	115	LF	\$84.56	\$9,724.14
3	Grout Fill and Abandon Pipe	1	LS	\$1,416.00	\$1,416.00
4	Construct Retaining Wall	70	LF	\$512.94	\$35,905.87
5	Backflow Preventer, 24" Tideflex	1	EA	\$10,050.00	\$10,050.00
6	Bank and Shore Riprap per FDOT Specs	90	CY	\$51.13	\$4,602.00
7	Embankment	300	CY	\$33.04	\$9,912.00
8	Open Cut and Repair Asphalt	50	SY	\$63.72	\$3,186.00
9	As-Built Plans	1	LS	\$2,124.00	\$2,124.00
C.	GENERAL				
1	Concrete Pavement, Remove and Replace				
	a) 4" Thick Sidewalk	10	SY	\$94.4	\$944.00
	b) 6" Thick Driveway/Pavement	60	SY	\$102.27	\$6,136.00
2	Sod - Argentine Bahia	500	SY	\$5.31	\$2,655.00
3	Compliance with Florida "Trench Safety Act"	1	LS	\$1,770.00	\$1,770.00
4	Unsuitable Material Excavation	1	CY	\$42.48	\$42.48
5	Crushed Rock or Shell Trench Subgrade Material	1	CY	\$30.68	\$30.68
6	Rock Excavation	1	CY	\$29.50	\$29.50
7	Removable Bollards	2	EA	\$607.70	\$1,215.40
BASE BID TOTAL					\$136,424.87

Submitted by: ROBERT MCLEAN
 Contractor: SI SITE SERVICES, INC.
 Address: 13601 ORCHARD ST SUITE 4, ORMOND BEACH, FL 32174
 Telephone: 386-235-8992 Fax: _____
 State of Florida Certified General Contractor or Underground Contractor (Required Information) CUC
 Licensee: ROBERT MCLEAN License No: 1225423

SECTION 00 32 00

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

- A. Name of bidder.
- B. Permanent main office address.
- C. When organized.
- D. If a corporation, where incorporated.
- E. How many years have you been engaged in the contracting business under your present firm or trade name?
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- G. General character of work performed by your company.
- H.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why?
- H.⁽²⁾ Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.
- I. Have you ever defaulted on a contract? If so, where and why?
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- K. List your major equipment SEE ATTACHED EQUIPMENT LIST.
- L. Experience in construction work similar in type to this project.
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit available: \$ 60,000
- O. Give bank reference: SEACOAST BANK
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at _____ this 21st day of July, 2020.

Sarah Fisher
Name of Bidder

By: Sarah Fisher, VP.
Title

State of Florida

County of Volusia

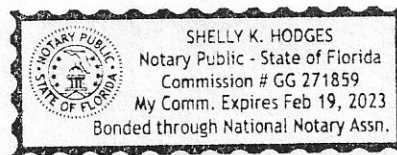
Sarah Fisher being duly sworn deposes and says that
he is the Vp of 51 Site Services and that
the answers to the City of Holly Hill foregoing questions
Name of Organization

and all statements therein contained are true and correct.

Subscribed and sworn to before me this 21st day of July, 2020.

Shelly K. Hodges
Notary Public

Shelly K. Hodges
Notary Public (Print or Type)



My commission expires: 2/19/23

SECTION 00 33 00
LISTING OF SUBCONTRACTORS

The Bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. Upon approval of subcontractors listed the successful bidder shall not substitute subcontractors without approval from the Engineer. Bidder shall attach additional sheets as necessary.

SUBCONTRACTOR	COMPANY NAME	REFERENCES
TRUANT CONCRETE	TRUANT	1) PROTERGROUP 2) A. M. WEIGEL 3) M. L. UNDERWOOD
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)

END OF SECTION

SECTION 00 33 10
LISTING OF PREVIOUS EXPERIENCE

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

NO.	PROJECT	OWNER	DESCRIPTION/COST	REFERENCE	DATE WORK STARTED & FINISHED MM/YR TO MM/YR
1	MLK	CODB	1,145,080 UNDERGROUND UTILITIES W/S, STORM, PAVING	SANPIK	2019 - July 2020
2	FOUNTAINHEAD	JASON MAYER	900,000 UNDERGROUND UTILITIES	JASON MAYER	JULY 2019 - MARCH 2020
3	WAWA ORMOND BEACH	WAWA ME CNST	270,000 UNDERGROUND UTILITIES	JASON FIGART	4/15/19 - 10/25/19

END OF SECTION

**SECTION 00 41 00
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal and _____ of the City of _____ State of _____, a corporation existing under the laws of the State of Florida, as Surety, are held and firmly bound unto the _____ hereinafter called the Owner, in the sum of _____ Dollars (\$ _____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal has submitted the accompanying Proposal or Bid, for the construction of:

FLOMICH ST. & RIVERSIDE DR. STORM OUTFALL REPLACEMENT

NOW, THEREFORE, if the Principal shall not withdraw said Bid within ninety (90) days after the opening of the same and in the event of the acceptance of his proposal by the Owner, shall, within the period specified therefore, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said Bid within the period specified, of the failure to enter into such contract and give bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this ____ day of _____, 20__, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF:

Witness

ATTEST:

ATTEST:

_____(Seal)

_____(Seal)

_____(Seal)

Individual or Partner

Address

Corporate Principal

President AFFIX
CORPORATE SEAL

Address

By _____

AFFIX
CORPORATE SEAL

Corporate Surety

Title

END OF SECTION

SECTION 00 47 00

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES:

This sworn statement is submitted with Bid, Proposal or Contract No. _____ for

FLORMICH ST. AND RIVERSIDE DR. STORM WATER REMEDIATION

This sworn statement is submitted by SI SITE SERVICES, INC. whose business

address is 136 N ORCHARD ST. ORMOND BEACH FL 32174 and (if applicable)

its Federal Employer Identification Number (FEIN) is 47-1152080. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

_____.)

My name is ROBERT McLEAN any my relationship to the entity named above is CEO.

I understand that a "public entity crime" as defined in Paragraph 287.133(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(i)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(l)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a 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 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.

I understand that a "person" as defined in Paragraph 287.133(i)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

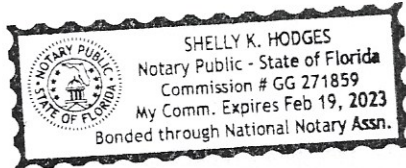
Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

- ☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)
- ☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- ☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

(Signature) [Signature] Date: 7/21/2020

State of Florida County of Volusia

PERSONALLY APPEARED BEFORE ME, the undersigned authority, ROBERT McLEAN
who, after first being sworn by me, affixed his/her signature in the space provided above on this
21st day of July, 2020.



[Signature]
Notary Public

My Commission Expires: 2/19/23

**SECTION 00 48 00
ANTI-COLLUSION STATEMENT**

By signing this form, the bidder agrees that this is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN EACH OF THE GOVERNMENTAL PARTIES.

NAME OF FIRM: 51 SITE SERVICES, INC.

SIGNED BY: [Signature]
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

TITLE: CEO

ADDRESS: 136 N ORCHARD ST, SUITE 4

CITY AND STATE: ORLANDO BEACH, FL

TELEPHONE: 386-235-8992

COMPLETION TIME: 120 DAYS

NO proposals will be withdrawn for a period of ninety (90) days subsequent to the opening of the proposals, without the consent of the City of Holly Hill.

NO BID (REASON) _____

END OF SECTION

00 48 00-1

**SECTION 00 48 50
DRUG FREE/TIE PREFERENCE STATEMENT**

In the event of a tie bid a preference is given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special conditions are as follow:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with 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 violations.
3. Give each employee engaged 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 or, 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) days after such conviction.
5. Impose a sanction on, or require the satisfaction 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.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



VENDOR'S SIGNATURE

END OF SECTION

00 48 50 - 1

SECTION 00 48 60

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Project Number: ITB # 20-PW-04

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

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

Valerie Manning, City Clerk

386-248-9441

vmanning@hollyhillfl.org

1065 Ridgewood Ave

Holly Hill, FL 32117

A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.
3. 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 public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: SI SITE SERVICES, INC.

Authorized representative (printed): ROB MCLEAN

Authorized representative (signature): 

Date: 7/21/2020

END OF SECTION

00 48 60 - 1

Form **W-9**
(Rev. October 2018)
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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

51 Site Services, Inc.

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

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

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► _____

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

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

136 N. Orchard St Suite 4

6 City, state, and ZIP code

Ormond Beach, FL 32174

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

				-				-				
--	--	--	--	---	--	--	--	---	--	--	--	--

or

Employer identification number

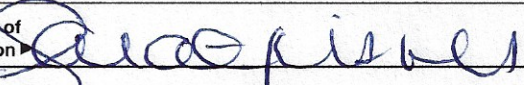
4	7	-	1	1	5	2	0	8	0
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Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here Signature of U.S. person  Date ► 07.21.20

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.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**SECTION 00 49 00
TRENCH SAFETY AFFIDAVIT**

Trench excavations on this Project are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of the Project.

Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-096, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

<u>Trench Safety Item (Description)</u>	<u>Cost</u>
<u>TRENCH BOXES</u>	<u>1,250</u>
<u>LADDER</u>	<u>250</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

ONE THOUSAND FIVE HUNDRED DOLLARS

(Cost in Words)

TOTAL \$ 1,500

FAILURE TO COMPLETE THE ABOVE SHALL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

COMPANY NAME: SI SITE SERVICES, INC.

DATE: 7/21/2020 BY: 

(Additional sheets shall be attached, as needed and, items shall be organized to correspond with the bid format)

**CITY OF HOLLY HILL, FLORIDA
FLOMICH ST. & RIVERSIDE DR. STORM OUTFALL REPLACEMENT
BID# 20-PW-04**

Notice is hereby given that the City of Holly Hill, Florida is accepting bids for:

FLOMICH ST. & RIVERSIDE DR. STORM OUTFALL REPLACEMENT

Sealed bids will be accepted by the City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, **until 2:00 p.m., July 21, 2020** at which time and place all proposals received shall be publicly opened and read aloud in the City Hall.

There will be a non-mandatory pre-bid meeting for this project **at 2:00 p.m. June 30, 2020**. The meeting will be held in the Commission Chambers, located in City Hall, 1065 Ridgewood Avenue, Holly Hill, FL 32117.

Description of Work:

Replacement of a 36" damaged storm outfall at Flomich Street and Riverside Drive as well as installation of a seawall and storm inlets.

Copies of the bid documents may be obtained electronically from VendorLink at www.myvendorlink.com. Any addenda to these bid documents will be posted on the VendorLink website. It is the bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for this project. All questions should be directed **in writing** to bidsDAB@meadhunt.com. Questions to be submitted no later than 5:00 p.m. on **July 16, 2020**.

A certified check or bank draft, payable to the City of Holly Hill, Florida, or a satisfactory bid bond executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the bid, shall be submitted with each bid. **NO** bid shall be withdrawn for a period of ninety (90) days subsequent to the bid opening without the consent of the City of Holly Hill, Florida.

Upon award, the successful bidder will be required to furnish and pay for a satisfactory Contract one hundred percent (100%) Performance Payment Bond which must be recorded by the Clerk of the Court, Volusia County, and enter into a Contract for Services with the City of Holly Hill.

All bidders are required to complete and submit the "Public Entity Crime Sworn Statement", Form #PUR 7068, as designated by Florida Statutes, Section 287.133(3)(a), with their bids.

The City of Holly Hill is not responsible for the U.S. mail or private carriers or messengers in regard to mail being delivered by the specified time so that a bid can be considered.

No bids received after the time and date specified for the opening will be considered. The City of Holly Hill, Florida reserves the right to reject any and all bids, to waive any and all non-substantial irregularity in bids reviewed, whenever such rejection or waiver is in the best interest of the City.

One (1) original, (4) copies and (1) electronic copy on USB flash drive of the bid shall be addressed to City Clerk, City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, in a sealed envelope plainly marked on the outside: **FLOMICH ST. & RIVERSIDE DR. STORM OUTFALL REPLACEMENT**

**CITY OF HOLLY HILL
VOLUSIA COUNTY, FLORIDA
s/ Joseph A. Forte
City Manager**



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: September 9, 2020
FROM: Antoine Khoury
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Piggybacking Volusia County Master Agreement No. 780 12305 – 2 with R&M Service Solutions, LLC for the Purchase of the Fiscal Year 2019-2020 Hydrant and Isolation Valve Maintenance of Holly Hill Water Distribution System for the Public Works Department and Authorize the City Manager to Execute Any Necessary Price Agreements; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2020-R-44
APPLICANT:
PLANNER:

DISCUSSION:

The city's 367 Fire Hydrants are in need of refurbishing, testing and maintenance. The requested amount for this authorization is \$20,000. There is budget available in both Water Repair and Maintenance account.

Piggyback Agreements

Volusia County holds a Master Agreement with R & M Service Solutions to complete Hydrant and Isolation Valve Maintenance. This vendor has offered to provide this product to Holly Hill under the same competitively bid price agreement they have with Ferguson Enterprises, Inc. This agreement was approved June 16, 2020 and will terminate on June 15, 2023. These services are recommended to be purchased under this agreement.

Current City of Holly Hill Purchasing Manual

Policy 2.39 Other Government Entities' Contracts.

The City may utilize (piggy-back) any other government entity's open contract that have been competitively bid and awarded to the low responsive, responsible bidder meeting the specifications, in accordance with City Purchasing regulations. The City may also piggyback off U.S. General Services Administration, GSA Contracts. When another entity's contracts is to be utilized, a copy of that contract shall be forwarded to the Finance Department for review and evaluation to determine if it meets the City's requirement regarding competitive bidding and award.

Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and

services as a form of intergovernmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.).

FISCAL ANALYSIS:

The expenditures related to the purchase of these services will be from the operation and maintenance budget line 400-3010-533.4601.

STAFF RECOMMENDATION:

Approve price agreements for the purchase of Fiscal Year 2019-2020 Hydrant and Isolation Valve Repair and Maintenance of the water distribution system for the Public Works Department and authorize the City Manager to execute necessary price agreements.

COMMISSION GOAL:

N/A

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVE PIGGYBACKING VOLUSIA COUNTY MASTER AGREEMENT NO. 780 12305 - 2 WITH R&M SERVICE SOLUTIONS, LLC FOR THE PURCHASE OF THE FISCAL YEAR 2019-2020 HYDRANT AND ISOLATION VALVE MAINTENANCE OF HOLLY HILL WATER DISTRIBUTION SYSTEM FOR THE PUBLIC WORKS DEPARTMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ATTACHMENTS:

- R&M - Holly Hill - Hydrant & Valve maintenace - Aug 2020 (1) (PDF)
- MA - R&M - Volusia County - Hydrant and Valve Maintenance - Complete bid & scope (1) (PDF)

Resolution No. 2020-44

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PIGGYBACKING VOLUSIA COUNTY MASTER AGREEMENT NO. 780 12305 – 2 WITH R&M SERVICE SOLUTIONS, LLC FOR THE PURCHASE OF THE FISCAL YEAR 2019-2020 HYDRANT AND ISOLATION VALVE MAINTENANCE OF HOLLY HILL WATER DISTRIBUTION SYSTEM FOR THE PUBLIC WORKS DEPARTMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PIGGYBACKING VOLUSIA COUNTY MASTER AGREEMENT NO. 780 12305 - 2 WITH R&M SERVICE SOLUTIONS, LLC FOR THE PURCHASE OF THE FISCAL YEAR 2019-2020 HYDRANT AND ISOLATION VALVE MAINTENANCE OF HOLLY HILL WATER DISTRIBUTION SYSTEM FOR THE PUBLIC WORKS DEPARTMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has 367 fire hydrants that are in need of refurbishing, testing and maintenance; and

WHEREAS, Volusia County holds a Master Agreement with R&M Service Solutions to complete hydrant and isolation valve maintenance; and

WHEREAS, this vendor has offered to provide this product to Holly Hill under the same competitively bid price agreement they have with Ferguson Enterprises, Inc.;

WHEREAS, there is budge available in both Water and Wastewater repair and maintenance account; and

WHEREAS, the requested amount for this authorization is \$20,000.00; and

WHEREAS, these services are recommended to be purchases under this agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill approve piggybacking Volusia County Master Agreement No. 780 12305 - with R&M Service Solutions, LLC for the purchase of Fiscal Year 2019-2020 Hydrant and Isolation Valve Maintenance authorizing the City Manager to execute any necessary price agreements.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 9th day of SEPTEMBER, 2020.



7256 Westport Pl, Ste A
West Palm Beach, FL, 33413
Phone: (904) 386-4483
Prepared by: Samuel Wick

DATE	8/25/2020
QUOTE #	RM202064
CUSTOMER ID	
VALID UNTIL	1/30/2021

CUSTOMER

the City of Holly Hill
Andy Armstrong
453 LPGa Boulevard, Holly Hill, FL 32117
Phone: (386) 248-9463
Email: Aarmstrong@hollyhillfl.org

DESCRIPTION	UNIT PRICE	QTY	TAXED	AMOUNT
Iten No. 1 - Hydrant Maintenance (Includes scrape, wire brush and paint)	\$53.00	367		19,451.00 -
Item No. 7 - Valve Maintenance (includes sub-foot GPS location)	\$37.00	250		9,250.00 -
As Per Volusia County contract				
Hydrant and Isolation Valve Maintenance and Repair				
20-B-20LL				
				-
				-
				-

TERMS AND CONDITIONS

- 1) Customer will provide water source
- 2) R&M accepts no liability for damages to the waterline

Customer Acceptance (sign below):

X _____

Print Name: _____

Date: _____

Subtotal	\$ 28,701.00
Taxable	\$ -
Tax rate	0.000%
Tax due	\$ -
Other	\$ -
TOTAL	\$ 28,701.00

If you have any questions about this price quote, please contact
Samuel Wick - Mobile - (904) 386-4483 - Email - Swick@rmservicesolutions.com

Thank You For This Opportunity!



Hydrant Maintenance / Assessment

A hydrant maintenance program can improve a Utility's ISO rating and is a visible sign to the public that the utility is working to protect their property and personal safety.

Water quality can improve when incorporated into an organized flushing program. Our Hydrant Maintenance and Assessment program is conducted to AWWA standards and can be tailored to meet the needs of any Utility.

R&M's Program Includes:

- ◆ Location of fire hydrant
- ◆ Verify nozzle height for proper ground clearance
- ◆ Determine main valve and hose/pumper nozzle sizes
- ◆ Perform seal test
- ◆ Conduct flow test (excluding residuals)
- ◆ Obtain GPS coordinates of hydrant and isolation valve
- ◆ Present information in a user friendly data base
- ◆ Provide recommended repair/replacement action
- ◆ Locate/exercise isolation valve
- ◆ Catalog make, model, and year of hydrant manufacture
- ◆ Lubricate operating nut area/nozzle outlets using F.D.A. approved lubricant
- ◆ Check for main valve leakage
- ◆ Record static pressure
- ◆ Document operational deficiencies and/or miscellaneous findings
- ◆ Report out of service hydrants immediately to the Utility

Additional Services: Upper and/or lower barrel repairs, installation of extensions to adjust for grade, replacement of bonnet and/or bottom flange bolts, placement of hydrant I.D. tag, leak sounding at each hydrant location, sub-foot GPS coordinates.

PRIDE • EXPERIENCE • INTEGRITY

www.rmsservicesolutions.com

Office: (877) 847-6747 Fax: (813) 788-4355
FL License # CUC-1225260



Valve Maintenance & Assessment Program

A valve maintenance program will add to the service life of your valves.

R&M Service Solutions program provides you with the flexibility to plan for and schedule system repairs / improvements to better meets your needs and utilize your resources.

Valve Maintenance and Assessment program complies with AWWA standards and can be tailored to meet any specific requirements of your Utility.

R&M's Program Includes:

- ◆ Locate valve
- ◆ Raise valve box to grade
- ◆ Align valve box (if outside of pavement)
- ◆ Clean valve box
- ◆ Operate the valve - two complete cycles
- ◆ Obtain physical location
- ◆ Paint valve box lid
- ◆ Document pertinent data
 - ◆ Location, type, size, open direction, number of turns and deficiencies
- ◆ Present information in a user friendly format
- ◆ Report malfunctioning or closed valves immediately
- ◆ GPS valve location - sub-foot or sub meter

Additional Services:

- ◆ Installation of valve I.D. tag
- ◆ Leak sounding at each valve location
- ◆ Post Processing of GPS data

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Office: (877) 847-6747 Fax: (813) 788-4355

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**PROPOSAL PREPARED FOR:**

Volusia County
Lacey Lassiter
123 W. Indiana Ave RM. 302
Deland, FL 32720

"ORIGINAL"**PREPARED BY:**

Samuel Wick
7256 Westport Place Ste. A
West Palm Beach, FL 33413
(904) 386-4483
swick@rmservicesolutions.com

Hydrant and Isolation Valve Maintenance and Repair



R&M SERVICE SOLUTIONS PROPOSAL FOR SERVICES

INTRODUCTION

Volusia County
Lacey Lassiter
Procurement Analyst
123 W. Indiana Ave, RM. 302
Deland, FL 32720

Subject: Hydrant and Isolation Valve Maintenance and Repair / 20-B-20LL

Dear: Lacey Lassiter

R&M Service Solutions is pleased to offer this RFP response to the Volusia County for the **Hydrant and Isolation Valve Maintenance and Repair**.

Valve exercising is the single most important for of preventive maintenance for improving reliability for the water distribution system. Under normal operating conditions main line valves are fully opened and fully closed only when isolation of a portion of the system is needed. Valves that remain in the either for extended period become difficult or even impossible to operate. Additionally, critical valves MUST be operated at any given moment when needed. Therefore, they should exercise at least once a year or more often if the water is corrosive or dirty. The more frequent the valve exercising program, the greater the chance that they will operate when needed.

Regular hydrant testing and maintenance is vital for the **Volusia County's** fire hydrants. A number of conditions can affect a hydrant's performance including Water System improvements or changes which can affect zone valve settings, usage changes, damage from accidents or vandalism, wear and tear deterioration, mechanical malfunction and occasionally work performed on water lines without hydrant isolation valves being reopened. Uncovering any of these problems and correcting them prior to the hydrant being needed is imperative to determine fire hydrant capabilities in the event of an emergency.

In addition to determining fire flows, testing can uncover mechanical problems from valves that don't operate properly, to leaks and even pump damaging debris flowing from hydrants. Flow test data also provides essential field information to aid water service planners and the Fire Prevention Bureau to accurately estimate water main capabilities. Water main and hydrant flow capabilities influence decisions about required fire protection and fire resistance features for new developments; where priorities should be placed and Water System upgrades of older, smaller water mains.

GIS Integrated Data collected as a result of Hydrant and Isolation Valve Maintenance Program can be presented to integration into your database system. For repairing and replacing fire hydrants and water mains, **R&M Service Solutions** performs Line Stopping up to 60 inches, as well as scheduled water shutdowns, and offers a full complement of valve insertion services. Using our sophisticated GPS data collection equipment, **R&M** can collect both spatial

and non-spatial data and present the data to the **Volusia County's** for integration into its GIS system.

Our Staff experience includes similar work for some of the most respected utilities in the United States including Ormond Beach, FL; Allentown, PA; Dania Beach, FL; Polk County, FL; City of Melbourne, FL; Volusia County, FL; Broward County, FL; Hillsborough County, FL; **R&M Service Solutions** is an Equal Opportunity Employer and has the expertise, experience, equipment and skill needed by the **Volusia County's** for a successful completion of your program.

For the **Hydrant and Isolation Valve Maintenance and Repair project** Michael George, Operations Manager of **R&M Service Solutions** will act as Project Manager (mgeorge@rmservicesolutions.com). With his outstanding commitment to quality and customer satisfaction, Michael has developed long standing relationships with customers through his ability to assume complete ownership of all aspects of a project, understanding the needs of his customers and achieving goals with honesty and integrity. He has been consistently recognized for successfully developing and implementing profitable business advance initiatives ensuring that projects are completed up to and beyond his customer's expectations.

Michael George and the team at **R&M Service Solutions** look forward to partnering with Volusia County for a successful **Hydrant and Isolation Valve Maintenance and Repair** project.

SUBMIT TO:

COUNTY OF VOLUSIA
PURCHASING & CONTRACTS
123 W. INDIANA AVE., RM. 302
DELAND, FL 32720-4608

AN EQUAL OPPORTUNITY EMPLOYER

**INVITATION TO BID**

www.volusia.org/purchasing

CONTACT PERSON:

Lacey Lassiter..... 386-822-5772

Email:..... Llassiter@volusia.org

DELAND: 386-736-5935

DAYTONA BEACH: 386-257-6000

NEW SMYRNA BEACH: 386-423-3300

TITLE:

Hydrant and Isolation Valve Maintenance and Repair

NUMBER:

20-B-20LL

SUBMITTAL DEADLINE:

**Tuesday, April 28,
2020,
at 3:00 p.m., EST**

DO NOT RESPOND TO THIS SOLICITATION ON LINE – SEE SECTION 2.5, DELIVERY OF BIDS

PRE BID DATE, TIME AND LOCATION:

There will be no pre-bid for this solicitation.

SUBMITTALS RECEIVED AFTER
ABOVE DATE AND TIME WILL NOT
BE CONSIDERED

FIRM'S NAME:

R&M Service Solutions, LLC

MAILING ADDRESS:

7256 Westport Place Ste. A

CITY – STATE – ZIP:

West Palm Beach, FL 33413

E-MAIL ADDRESS:

mgeorge@rmservicesolutions.com

PHONE NUMBER:

(352)398-9127

FAX NUMBER:

(813)788-4355

The vendor acknowledges that information provided in this Bid is true and correct and agree to all terms and conditions contained in this Bid and related Exhibits.

x Michael George May 6th : 0
Authorized Signature Date

Michael George

Printed Name

General Manager

Title

FEDERAL I.D. or SOCIAL SECURITY NUMBER:

27-1422665

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE
CONTENT OF INVITATION/RESPONSE: The contents of this ITB, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested in this invitation to bid shall supersede the requirements of Exhibit I "GENERAL CONDITIONS AND INSTRUCTIONS."

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The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed Bids to furnish **Hydrant and Isolation Valve Maintenance and Repair** for the County of Volusia, Florida.

1.0 SCOPE OF WORK

Services shall include maintenance, testing, repair and replacement of fire hydrants and valves within the Volusia County Water Resources and Utilities (WRU) service area.

The Vendor will be responsible for furnishing all labor, tools, equipment, parts and materials to complete the requested work as specified in the Technical Specifications section 1.1. The Vendor will also be responsible for furnishing all required ancillary services to which includes but is not limited to, mobilization, excavations, well pointing and pumping, shoring, line stops, wet taps, maintenance of traffic, and site restorations necessary to complete the requested work as specified in the Technical Specifications.

Vendor shall not subcontract the services or any part of the services without prior written approval from Water Resources and Utilities (WRU). WRU reserves the right to reject any/all subcontractor(s) at the sole discretion of WRU.

The Vendor shall follow the minimum requirements set forth in these specifications. All work shall comply with all applicable provisions and standards of the following recognized entities:

1. Volusia County Water Resources and Utilities Minimum Design Standards.
2. Florida Department of Transportation (FDOT) Utility Accommodation Manual (latest edition).
3. FDOT Design Standards for Construction, Maintenance and Utility Operations on the State Highway System (latest edition).
4. American Water Works Association (AWWA) Standards for Maintenance, Repair and Replacement of Fire Hydrants (M-17) and Distribution System Valves (M-44) (most applicable and latest edition).
5. Occupational Safety and Health Association (OSHA) as applicable to associated work.
6. US Environmental Protection Agency (EPA) as applicable to associated work.
7. US Food and Drug Administration (FDA) as applicable to associated work.
8. Florida Department of Environmental Protection Agency (FDEP) as applicable to associated work.

WRU's Responsibility

Volusia County Water Resources and Utilities shall:

1. Order services on an as needed basis.
2. Provide shapefiles or a file geodatabase of the utilities, as needed.
3. Designate a WRU contact, which shall have responsibility to ensure compliance with contract requirements, such as, but not limited to, acceptance, inspection and delivery. The WRU representative shall serve as liaison between the Volusia County Purchasing Department and the Vendor.
4. Have the authority to suspend the work for the following reasons: (a) default of the Vendor; (b) unfavorable weather conditions; (c) mechanical failure of equipment being used in the execution, both of the work under the contract and the work being done by

WRU staff forces adjunctive thereto; (d) or any other conditions which, in the judgement of the WRU representative, makes it impractical to secure first-class results.

Vendor's Responsibilities

Vendor shall:

1. Employ and assign a project manager who will oversee the described work and who has a minimum of five (5) years of continuous field and supervisory experience in all aspects of the described work. The project manager shall serve as the single point of contact for all work, be responsible for coordinating and scheduling all work (including restoration) and be available (by phone, if not in person) while Vendor's crew work within WRU distribution system.
2. Notify the assigned WRU contact each day, prior to beginning work within the WRU system. Vendor's personnel shall be qualified to complete requested work and display on their person a company identification badge that is clearly visible at the chest level and not covered by clothing or other items. This badge must have the company name, company phone number, the individual's name and the individual's photo.
3. Utilize and maintain all equipment in a safe and responsible manner. It is the responsibility of the Vendor to maintain all equipment so as to avoid any leaking fuel, oil and/or hydraulic fluid. If such leakage occurs, it shall be the responsibility of the Vendor to protect the environment and the surrounding surfaces from contamination and/or damage. If said leakage is excessive or cannot be adequately contained, said equipment must cease operation and be removed from the job site. All service vehicles shall be maintained in a presentable manner and have Vendor's name and logo adequately displayed.
4. Create a service or job order ticket that shall have, at minimum, the following information:
 - a. Company name and contact information
 - b. Company job or work order number
 - c. WRU contact name and phone number
 - d. Date/time of beginning and ending of work
 - e. Number of technicians
 - f. Work location and description of work to be performed
 - g. Detailed description of solution and/or work completed.
5. Be adequately staffed and equipped to respond to all aspects of the requested work within twenty-four (24) hours after notification.
6. Perform work during normal working hours, Monday through Friday, 7:00 a.m. to 3:00 p.m. If additional time is needed, a request shall be made and approved by WRU contact before the occurrence.
7. Visually search for the fire hydrant, utilizing the maps provided and with the aid of metal detectors. Any asset that cannot be found after fifteen (15) minutes shall be recorded as "cannot locate." Any obstructions such as trees, vegetation, physical obstruction or large objects preventing access to the assets, shall be recorded as "obstructed" and reported to WRU to be located.
8. Return all replaced items (hydrants/valves) to WRU after completion of replacement projects, to be disposed of or recycled, as WRU deems necessary.

1.1 Technical Specifications

A. Hydrant Maintenance/Testing

Fire hydrant testing and maintenance shall be in accordance with the AWWA M17 Manual for Installation, Field Testing, and Maintenance of Fire Hydrants, to include the following procedures:

1. Locate and access each fire hydrant.
2. Locate, access and exercise fire hydrant isolation valve.
3. Check fire hydrant nozzle height for correct ground clearance.
4. Identify make, model, nozzle size and year of hydrant manufacture.
5. Lubricate operating nut (if appropriate for hydrant make/model) and all nozzle outlets with non-corrosive, FDA approved lubricant.
6. Open hydrant with nozzle caps in place to check for seal leakage.
7. Verify hydrant main (bottom) valve completely closes.
8. Flow hydrant to maximum rate for 15 minutes, record working pressure and calculate flow rate and gallons flushed. If hydrant fails to flow clear in the initial 15 minute flush, report this on spreadsheet or database and continue to flow hydrant. The use of a calibrated combination pitot gauge and hydrant diffuser is required for all hydrant flushing.
9. Close hydrant completely. Back off the opening nut enough to take the pressure off the packing.
10. Remove all outlet nozzle caps, clean the threads, check the condition of the gaskets replace as required and lubricate the threads. Check the ease of operation of each cap.
11. Check outlet nozzle chains for free action on each cap. If the chains bind, open the loop end around the cap until they move freely.
12. Record static pressure.
13. Re-attach hydrant nozzle caps.
14. Scrape, wire brush or sand blast and paint hydrant appropriate color. Paint shall be ANSI Safety Yellow or approved equal. Coating shall be spray applied to a minimum of 4 ml dry coat thickness.
15. Replace (if defective) hydrant ID tag, or install (if not present) hydrant ID tag. The tag should be a stamped aluminum tag approximately 2" by 3" in size.
16. Replace (if defective) blue reflective road marker, or install (if not present) blue reflective road marker. Reflective markers shall be Stimsonite model-911-A. Reflective pavement markers in blue shall be used to identify the hydrant locations. Each marker is to be placed on the centerline of the roadway lane closest to the hydrant.
17. Obtain and record GPS site coordinates of hydrant.
18. Document any operational deficiencies and/or miscellaneous findings.
19. Notification of all malfunctioning and/or out of service hydrants or valves shall be immediately reported to WRU contact.
20. Document all pertinent data into an electronic spreadsheet or database to include, but not limited to, the following:
 - a. Hydrant address location
 - b. Hydrant ID tag number
 - c. Hydrant GPS site coordinates

- d. Date of flush service
 - e. Hydrant brand
 - f. Hydrant model number
 - g. Hydrant year
 - h. Hydrant size
 - i. Hydrant flow rate obtained using 20 PSI and Standard Flow Rate.
 - j. Hydrant pressure after 15 minutes of flushing
 - k. Total gallons flushed during service
 - l. Degree of operating difficulty
 - m. Deficiencies and/or repairs (required to immediately report to WRU contact)
21. All data shall be formatted to match existing WRU data system and/or forms. Data shall be delivered to WRU in an electronic format compatible with WRU data system.

B. Hydrant Repair

1. Upper Barrel Replacement (upper barrel and bonnet assemblies shall be considered in this contract as upper barrel assembly):
 - a. Vendor shall replace entire hydrant upper barrel component. When upper barrel repair is completed, warranty shall cover complete upper barrel assemble.
 - b. Vendor shall replace damaged nozzles (hose or pumper).
 - c. Vendor shall re-caulk nozzles as necessary.
 - d. Vendor shall replace flange, hose nozzle and/or pumper nozzle and gaskets where necessary.
 - e. Vendor shall replace any missing or deteriorated nuts and bolts.
 - f. Vendor shall rotate position of nozzle as required or per WRU's request.
 - g. Vendor shall replace broken traffic flanges and couplings where necessary.
2. Lower Barrel Replacement:
 - a. Includes all upper barrel repair items.
 - b. Vendor shall replace any/all necessary internal components.
 - c. Vendor shall replace broken traffic flanges, flange gaskets and couplings where necessary.
 - d. Vendor shall straighten hydrant if necessary.
 - e. When lower barrel repair/replacement is completed, warranty shall be on the lower barrel and upper barrel assemblies.
3. Bonnet Repair:
 - a. Vendor shall replace hold down nuts.
 - b. Vendor shall replace operating nuts.
 - c. Vendor shall replace oil reservoir.
 - d. Vendor shall replace "O" ring pressure seals.
 - e. Vendor shall replace anti-friction washers.
 - f. Vendor shall replace damaged bonnet nuts and bolts as required.
 - g. Vendor shall lubricate all disassembled bonnet components.

C. Valve Maintenance

Valve maintenance shall include the following procedures:

1. Locate and access each valve.
2. Operate valve from open to close and back to open position for two (2) complete cycles.
3. Paint valve box blue.

4. Mark curb with a "V" marking.
5. Obtain and record GPS coordinates of valve (if applicable).
6. Raise valve box to grade (if applicable).
7. Align valve box to vertical position (if applicable).
8. Clean debris and standing water from valve box (if applicable).

Document all pertinent data including:

1. Location
2. Type
3. Size of valve
4. Direction of rotation to open position
5. Number of turns to full open position
6. Degree of operation difficulty
7. Deficiencies (immediately reported to WRU contact)
8. Valve position (e.g. open, closed, unknown) (immediately report closed valves to WRU contact)

All data shall be formatted to match existing WRU data system and/or forms. Data shall be delivered to the WRU in an electronic format compatible with WRU system.

D. GPS Mapping

All the water distribution valves and fire hydrants encountered in this contract are to be GPS mapped within sub-meter accuracy and the data delivered in an electronic format compatible with WRU software.

1. Coordinate data shall be field-collected with autonomous GPS readings and subsequently differentially corrected via post-processing.
2. The Vendor shall further refine positions through filtering and inspection to eliminate noise, problematic satellite geometry and multi-path degradation. Point valve features shall be collected at an epoch of one (1) second with a minimum occupation of twenty (20) seconds. Specific parameters include:
 - a. Elevation mask: 15 degrees above the horizon
 - b. Coordinate system: as agreed with NAD 1983 State Plane Florida East.
 - c. Satellites: ≥ 4
 - d. Position Dilution of Precision (PDOP) < 6
 - e. Horizontal Dilution of Precision (HDOP) < 4
 - f. Minimum number of raw positions collected: 20
 - g. In the event of obstructions – where a clear GPS position cannot be captured a laser offset will be executed from a nearby location.
3. At a minimum, and in addition to database attribute requirements, the following coordinate data items shall be generated as a result of this process.
 - a. PDOP value
 - b. HDOP value
 - c. Correction status
 - d. Date recorded
 - e. Time recorded
 - f. Total positions

- g. Filtered positions
 - h. Horizontal Precision
 - i. Vertical Precision
 - j. Standard deviation
 - k. Cor File Name
 - l. X-coordinate
 - m. Y-coordinate
4. Documentation data will be collected on each distribution valve and/or hydrant and will be agreed upon, and be compatible with WRU software in advance of work start up. Data documentation will include, at a minimum:
- a. Physical data:
 - 1. identification number
 - 2. map number
 - 3. valve size
 - 4. type of valve
 - 5. use of valve
 - 6. valve structure
 - 7. depth of valve
 - 8. number of turns
 - 9. torque
 - 10. if clean out was necessary
 - 11. valve discrepancies (by category and details)
 - 12. box/vault discrepancies (by category and details)
 - 13. Any additional information as necessary
 - b. Location data - Mapping grade GPS coordinate parameters noted in the GPS mapping section.
 - c. Discrepancies – Details on discrepancies so that a work order (as described below) can be concisely created.
5. Deliverable Data -The Vendor will provide applicable hydrant and valve data in a spatially accurate format compliant with WRU GPS mapping software and in the County's existing data structure. Metadata, including a detailed citation describing field data collection practices, equipment settings, post processing procedures, base stations used for differential correction and expected accuracy, are to be submitted with final and interim data deliveries. The data in electronic format shall contain the information agreed to by WRU and at a minimum the following attribute data:
- a. A unique identification number for each device
 - b. Data dictionary- valve condition (operable, inoperable)
 - c. Source document reference – valve discrepancies.
 - d. Date of Operation – structure discrepancies.
 - e. Valve Size – PDOP value
 - f. Valve Type – HDOP value

Obstructed GPS data shall be obtained through laser offset method.

E. Hydrant and/or Valve Replacement and Installation

Hydrant and valve replacement and/or new installation work described in the price schedule shall be "all inclusive". The line item pricing of such work shall include all of but not limited to the following:

1. Pre work job site evaluation
2. Obtaining all utility and/or Right of Way (ROW) locates
3. Notification of effected customers (with the exception of partial water systems shut down)
4. Job site safety and MOT
5. Site excavation (typical <48" bury to bottom of pipe)
6. Furnish and install all necessary materials to successfully complete the job
7. Furnish and competently operate all necessary equipment to successfully complete the job
8. Furnish and manage all necessary competent labor to successfully complete the job
9. Excavation, backfill and compaction.
10. Removal of all remaining spoil, materials and waste

1.2 Work in Utility Easement/Right of Way (ROW) and Existing Utilities/ROW Improvements

The Vendor shall be responsible for obtaining all Utility Locates through and in accordance with "Sunshine State One Call of Florida (SSOCOF) Excavation Guide" (latest edition). The Vendor shall take all possible precautions and be responsible for protecting all underground utilities and other improvements within the utility easement and/or ROW. The Vendor shall promptly notify WRU of any conflicts with existing utilities that occurs as a result of said work. The Vendor shall be responsible for obtaining and adhering to all applicable Maintenance of Traffic (MOT) and/or Right of Way permits as required by Volusia County, State of Florida Department of Transportation (FDOT) or jurisdictional authority.

1.3 Job Site Management

The Vendor shall set up, manage and restore each job site in a responsible manner that includes, but is not limited to Maintenance of Traffic (MOT), pedestrian safety, and property protection. At no time during the active progress of work shall the Vendor leave the job site unattended. The Vendor must request and gain approval from WRU for any specific job site-work that may extend past one workday. If approval is granted, all excavated areas must be backfilled and enclosed with safely mesh and proper MOT activated at end of each workday. Each job site (regardless of duration of work) must be maintained at all times in a responsible manner that does not unduly impact the surrounding areas and allows for adequate ingress/egress from properties affected. Any and all road and/or ingress/egress closures must be approved by WRU in advance of the work. The Vendor shall present a contingency plan for such closures at time of approval request. Upon completion of work, the Vendor shall backfill and compact affected areas in addition to clean up and removal of any accumulated dirt and/or rubble from the job site. It shall be the ultimate responsibility of the Vendor to restore the Utility easement and/or right of way to pre-excavated condition. All restoration activities including irrigation system repairs shall be the responsibility of the Vendor (reference Restoration and Contractor Pass Through section of this document).

1.4 Warranty

In order to insure fire hydrant and isolation valve repair, replacement and installation meets the performance guaranteed by the manufacturer and retain warranties, the Vendor shall guarantee all workmanship and materials for all described work for a period of two (2) years from the date of the repair or installation.

1.5 Payment

1. After each service activity, the Vendor shall notify WRU within (24) hours that the service cycle is complete and WRU will inspect the work to ensure full compliance with all specifications.
2. If defects, errors or omissions in the Vendor's work is found by WRU, may require the Vendor to return and make corrections at no additional cost to WRU.
3. Vendor shall complete a service invoice, providing a detailed description of the service. The invoice shall be for the unit cost, regardless of the service provided.
4. The County shall pay the vendor per unit bid price. The County shall make payment only after the vendor has submitted a correct invoice to the Water Resources and Utilities Division, and the division has inspected and accepted the work. The County may also withhold payment until the Vendor has repaired any damages caused by the Vendor.

1.6 Exhibits

A. Exhibit I General Conditions

B. Exhibit II Insurance

1.7 Attachments

A. Attachment A – Group A-Group B Price Schedule

2 SPECIAL CONDITIONS**2.1 Bid Closing Date**

Bids must be received by the Volusia County Purchasing and Contracts Office, Room 302, Third Floor, 123 West Indiana Avenue, DeLand, FL, 32720-4608, no later than 3:00 p.m., EST, on Tuesday, April 28, 2020. Bids received after this time will not be considered.

2.2 Proposed Schedule

3/13/2020 Invitation to Bid Available
 4/14/2020 Last Day to Receive Written Questions
 4/28/2020 Bid Closing Date

2.3 Point of Contact

All inquiries regarding this solicitation shall be directed to the procurement analyst in charge of this project as listed below:

Lacey Lassiter, Procurement Analyst
 Telephone: 386-822-5772
 Fax: 386-736-5972
 E-mail: Llassiter@volusia.org

2.4 Questions, Exceptions, and Addenda

It is incumbent upon each Bidder to carefully examine this solicitation's specifications, scope of work/service, terms, and conditions. Questions and exceptions concerning any Section of this Bid shall be directed by letter, facsimile transmission or by e-mail to the Procurement Analyst named above in section 2.3 who shall be the official point of contact for this Bid.

Questions and exceptions shall be submitted and received no later than fourteen (14) days before the closing date. Thereafter, no further questions or exceptions will be accepted or reviewed by the County and Bidders' right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived. The issuance of a written addendum is the only official method by which interpretation, clarification, or additional information can be given and oral representations will not be binding on the County.

If it becomes necessary for the County to revise any part of this ITB, an addendum will be posted on the County's web site. It is each Bidder's responsibility to check the Volusia County web site for any addenda at www.volusia.org/bidlist. Each Bidder should ensure that they have received all addenda to this ITB before submitting their proposal. In their proposals, Bidders must provide proof of receipt of each addendum by signing and returning each addendum to the County. Failure to provide this proof may cause Bidder's proposal to be rendered non-responsive. Each addendum issued by the County shall become a material part of this solicitation.

2.5 Delivery of Bids

DO NOT RESPOND TO THIS SOLICITATION ON LINE

All Bids shall be sealed and delivered or mailed to (faxes/e-mails will *not* be accepted):

County of Volusia, Florida
 Purchasing and Contracts Office, Room 302
 123 West Indiana Avenue, 3rd floor
 DeLand, Florida 32720-4608
 Mark package(s) **"Bid #20-B-20LL, Hydrant and Isolation Valve Maintenance and Repair"**

Note: Please ensure that if a third party carrier (Federal Express, UPS, etc.) is used, that the third party is properly instructed to deliver the Bid Submittal **only** to Room 302, in the Purchasing and Contracts Office on the third (3rd) floor at the above address.

Bids mailed to 123 West Indiana Avenue via the United States Postal Service (USPS) are delivered to the Post Office, not to the physical address and, therefore, may not meet the requirements of Section 2.1. To be considered, a Bid must be received and accepted in the Purchasing and Contracts Office before the Bid closing date and time.

2.6 Pre-bid Conference

- A. There will be no pre-bid for this solicitation..

2.7 Bid Submittal Form

- A. See *Submittal Requirements* for complete details.
- B. Each Bidder shall submit two (2) complete sets of the Bid Submittal:
- **One (1)** hard copy marked "ORIGINAL"
 - **One (1)** COMPLETE electronic copy on a CD or USB drive in PDF format (Excel spreadsheets shall not be recorded in PDF). The electronic copy of the Bid Submittal shall include all submittal requirements as detailed in Section 4. Electronic copies shall NOT be password protected.

Note the solicitation number and name of company on the CD or USB drive.
Do not send confidential information, proprietary information, or trade secrets.

The Invitation to Bid page and the Bid Submittal Form must be signed by an official authorized to legally bind the Bidder to all Bid provisions. The Bid Submittal Form (Section 5.0) shall be signed by an authorized agent of the firm with documentation, such as a Memorandum of Authority, that the individual is authorized to commit the firm to a contract.

2.8 Definition of Responsive and Responsible for this Bid

Each Bid submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

- A. Proper submittal of ALL documentation as required by this Bid. (Responsive)
- B. The greatest benefits to Volusia County as it pertains to: (Responsible)
1. Total Cost;
 2. Delivery;
 3. Past Performance. In order to evaluate past performance, all Bidders are required to submit a list of three (3) references / relevant projects completed within the last three (3) years that are the same or similar in magnitude to this ITB. The County of Volusia shall not be listed as a reference;
 4. All technical specifications associated with this Bid;
 5. Financial Stability: A Dun and Bradstreet report may be used by the County to evaluate Respondent's financial stability. All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.
 6. Proper and complete submission of required attachment per section 1.7.
 7. Ability to follow the minimum requirements set forth in the specification listed in section 1.0 through 1.5.

8. Resume of Project Manager showing five (5) years of experience per section 1.0 Vendor's Responsibilities.

Bidders are reminded that award may not necessarily be made to the lowest Bid. Rather, award will be made to the lowest responsive, responsible, Bidder whose Bid represents the best overall value to the County when considering all evaluation factors.

2.9 Local Preference Availability

This is not funded by monies that prohibit the local preference provision and local preference does apply per Exhibit I, General Conditions and Instructions section 10. Local Preference.

2.10 Payment Terms

- A. The County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Agreement) of the invoice(s) or receipt of all products or services ordered.
- B. Pursuant to Chapter 218, Florida Statutes, the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date.
- C. The County has the capability of Electronic Funds Transfer (EFT). List any discounts for prompt payment and/or willingness to accept Electronic Funds Transfer (EFT) and the discount to be applied to such payments. Contractors offering prompt payment discounts, for example 1% - net 10, the discount shall be taken if the check issue date is within specified time period from date of invoice.

By submitting a Bid (offer) to the County of Volusia, Florida, the Contractor expressly agrees that, if awarded an Agreement, the County may withhold from any payment monies owed by the Contractor to the County for any legal obligation between the Bidder and the County including, but not limited to, real property taxes, personal property taxes, fees, and commissions.

2.11 Award Term

The County is looking to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful Contractor(s) shall be awarded an Agreement for an initial three (3) year term with the option for two (2) subsequent one (1) year renewals. All renewals will be contingent upon mutual written agreement and, when applicable, approval of County Council.

2.12 Price Redeterminations

Once each year during the term of the Contract, including any extension or renewal periods thereof, the Contractor may, but is not obligated to, petition the Director of Purchasing and Contracts for one or more price redeterminations where such price redetermination(s) is/are necessitated by documented increases in the cost of wages, fuel, or materials. Petitions for price redeterminations shall be made within thirty (30) days of the anniversary date of the Contract (i.e., the calendar day and month when the Contract

became effective) and only after the Contract has been in effect for at least one year. Any such petition shall be made pursuant to the provisions of this Section 2.12 and only for those price redetermination categories specified herein. Unless otherwise expressly set forth in this Agreement, no other price redeterminations shall be allowed. All price redeterminations, once issued, shall be prospective from the date of approval unless otherwise approved by a duly executed amendment to this Agreement.

- A. *Basis for Price Redeterminations.* The Contractor may petition the Director of Purchasing and Contracts for price redetermination based on the increased costs of wages, fuel, or materials. Price redeterminations will be based solely upon changes in pricing or costs documented by either the Employment Cost Index (ECI) or Producer Price Index (PPI), whichever is applicable, as published by the Bureau of Labor Statistics. The base index number for the ECI will be for the quarter in which the ITB opens. The base index number for the PPI will be for the month the ITB opens. Any subsequent price redeterminations will use the last price redetermination approved for that price redetermination category as the "base index number." The County shall have the right to audit the Contractor's records, including, but not limited to, payroll, materials, and fuel cost records, to verify or otherwise investigate the validity of any price redetermination request.

- B. *Wage Price Redetermination.* When requesting a price redetermination based upon an increase in wage costs, the Contractor shall refer to and utilize the Employment Cost Index, Total Compensation, Private Industry, Index Number and Occupational Group at as prepared by the Bureau of Labor Statistics in the U.S. Department of Labor <https://stats.bls.gov/data/>. The base figure will be tied to All Workers under the heading Service Occupations. Wage price redetermination increases shall be granted only by reason of wage increases associated with the Contractor's employees or subcontractors performing work or services pursuant to the Agreement.

- C. *Minimum Wage Price Redetermination.* If the minimum wage increases during the term of the Agreement, including any renewal or extension period thereunder, the Contractor may petition the Director of Purchasing and Contracts for price redetermination for those job categories where the pay to the Contractor's employee(s) is the current minimum wage. Upon verification of the information provided, the County will grant an increase of exactly the amount of the minimum wage increase (not the percentage increase). The Contractor must increase the pay to the employee(s) by the amount the Contractor has requested, which shall not exceed the amount of the minimum wage increase. The amount paid to the Contractor will be the increase plus any written and documented increase in FICA, Medicare, and Workers' Compensation insurance. The Contractor must supply written documentation of any other increase that is beyond the scope and control of the Contractor. All written documentation must satisfy the reasonable expectations of the Director of Purchasing and Contracts and Internal Auditor.
 1. *Example:* Minimum wage increases from \$7.31 to \$7.56 per hour. The Contractor may petition for an increase of \$0.25 per hour to be paid to the affected employee(s) and shall provide written and documented cost increases for FICA, Medicare and Workers' Compensation. The resulting increase in costs shall be incorporated into fees/rates billed to the County.

If the Contractor bills the County at a higher price according to any price redetermination granted by the County, and the Contractor fails to increase the hourly rate paid to the employee for the same period, the Contractor will be considered in Agreement default and the Agreement will be immediately terminated.

- D. *Fuel Price Redetermination.* If/when the price of fuel increases by a minimum of ten (10%) percent, the Contractor may petition the Director of Purchasing and Contracts for a fuel price redetermination. As a condition of petitioning for a fuel price increase, the Contractor shall be required to petition for a fuel price redetermination decrease if/when the price of fuel decreases by a minimum of ten (10%) percent. Failure to make such petition may be grounds for Agreement termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior fuel price redetermination increase(s). Fuel price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodities "Unleaded Gasoline - WPU057104" or "#2 diesel fuel - WPU057303," as such may be applicable to the Contractor's operations in connection with the Contractor's performance of the Agreement.
- E. *Materials Price Redetermination.* At the anniversary date of the Agreement, the Contractor may petition the Director of Purchasing and Contracts for a materials price redetermination. As a condition of petitioning for a materials price increase, the Contractor shall be required to petition for a materials price redetermination decrease if/when the price of materials used by the Contractor in connection with the Agreement decreases. Failure to make such petition may be grounds for Agreement termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior materials price redetermination increase(s). Materials price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodity "Machinery and Equipment – 114902012", as published by the Bureau of Labor Statistics.
- F. *Price Redetermination Calculation.* All Price Redeterminations shall be calculated as follows:

Example: Contractor indicated on the Submittal Form that thirty percent (30%) of the cost to provide the product/service is directly attributed to the redetermination category (wages, fuel, or materials).

Current applicable PPI	=		\$200.50
Base index PPI	=		- \$179.20
PPI increase dollars	=		\$21.30

PPI increase percentage ($\$21.30 \div \$179.20 = .1189$)..... 11.9%

Unit cost of the service is.....	\$100.00
30% of \$100.00 is directly attributed to the redetermination category	\$30.00
$\$30.00 \times 11.9\%$	= \$3.57
New unit price for the product/service is ($\$100 + \3.57)	\$103.57

- G. *Expiration Upon Failure to Agree to Price Redetermination.* If the County and the Contractor cannot agree to a price redetermination pursuant to the terms and conditions of this Section 2.12, then the Agreement will automatically expire without penalty or further expense to either party after a period of six (6) months following the Contractor's initial request for such price redetermination. Requests for price redeterminations not made in accordance with the provisions of this Section 2.12 shall be deemed null and void and shall not be a valid reason or pretext for expiration or termination of the Agreement. If the Agreement expires pursuant to the terms and conditions of this Section 2.12, the County reserves the right, at no expense, penalty, or consequence to the County, to award any remaining tasks thereunder to the next available most responsive and responsible Contractor.

2.13 Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions

This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency and Contractors shall be prepared to comply with the requirements of the FEMA Super Circular CFR 200.318-326 and Appendix II Contract Provisions as amended. These documents can be found on the Internet at:

<https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-318>

2.14 Termination

- A. County may terminate this Agreement upon at least thirty (30) days prior written notice to Contractor.
- B. Contractor may terminate this Agreement upon at least one hundred eighty (180) days prior written notice to County.
- C. Upon receipt of notice of termination by the County from Contractor or upon delivery of notice of termination from the County to Contractor, Contractor shall:
 - 1. Stop work under the Agreement on the date and to the extent specified in County's Notice of Termination;
 - 2. Inform County of the extent to which performance is completed;
 - 3. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the Services under the Agreement as is not terminated and with the prior approval of the County; and,
 - 4. Assign to the County, in the manner, at the times, and to the extent directed by the County, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated.
- D. For all undisputed outstanding invoices submitted to the County prior to the effective date of the termination and subject to Section 2.11 - Award Term, Section 2.10 - Payment Terms and this Section 2.14 - Termination, the County shall cause

payments to be made to Contractor within forty five (45) days of receipt of invoice. Contractor shall invoice the County for any sums Contractor claims to be owed by County under this Agreement for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment and County shall pay any undisputed amount within forty five (45) days.

- E. With the approval of the County and to the extent required by the County, the Contractor shall, upon termination, settle all outstanding liabilities and all claims arising out of such termination. County's approval of such settlements shall be final for all the purposes of a termination under this Section 2.14- Termination. In addition, Contractor shall transfer title and deliver to the County, in the manner, at the times, and to the extent, if any, directed by the County, Deliverables, work-in-progress, reports, models, studies, and other materials produced as a part of, or acquired in connection with the performance of the Services terminated.
- F. If Contractor fails to cure a breach within ten (10) calendar days after receipt of notice from the County of said breach, the County may take over the Services and complete the Services, and the Contractor shall be liable to the County for any increased cost of the Project reasonably incurred by the County to complete the Contractor's unfinished Services. As such, the County may apply unpaid Compensation due and owing to the Contractor prior to the default as a set off against the costs incurred by the County for taking over such Services.
- G. The right of termination provided to the County and the Contractor herein shall be cumulative of all other remedies available at law.
- H. All provisions of this Agreement which impose or contemplate continuing obligations on a party will survive the expiration or termination of this Agreement.

2.15 New Material

Unless otherwise provided for in this specification, the Contractor represents and warrants that the goods, materials, supplies, or components offered to the County under this Agreement are new, not used or reconditioned, and are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer. If the Contractor believes that furnishing used or reconditioned goods, materials, supplies, or components will be in the County's interest, the Contractor shall so notify the County Procurement Analyst in writing no later than fourteen (14) working days prior to the date set for opening of Bids in accordance with section 2.42. The notice shall include the reasons for the request and any benefits that may accrue if the County authorizes the bidding of used or reconditioned goods, materials, supplies, or components.

2.16 Damages

Due to the nature of the services to be provided and the potential impact to the County for loss, the Contractor cannot disclaim consequential or special damages related to the performance of this Agreement. The Contractor shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or Subcontractors. There are no limitations to this liability.

3 DEFINITIONS

As used in this Bid, the following terms shall have the meanings set forth below:

Agreement: Result from this solicitation between the County and the Contractor, which is this Bid, along with any written addenda and other written documents, which are expressly incorporated by reference.

Agreement Administrator: The Director of Purchasing and Contracts or designee shall serve as Agreement Administrator. The Agreement Administrator shall be responsible for addressing any concerns within the scope of the Agreement. Any changes to the resulting Agreement shall be made in writing and authorized by the Director of Purchasing and Contracts.

Bid: A Contractor's offer to the County in response to an invitation to bid (ITB) issued by a purchasing authority.

Bidder: One who submits a response to an invitation to bid (ITB).

Contractor: The person or entity duly authorized, upon award of an invitation to bid (ITB), to have an Agreement with the County to provide the product and/or services set forth herein and incurring liability for the same.

Contractor's Project Manager: The Project Manager has responsibility for administering this Agreement for the successful Bidder(s) and will be designated prior to the issue of the resulting Master Agreement or Purchase Order.

County: Shall mean the County of Volusia (a body corporate and politic and a subdivision of the State of Florida) including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.

County's Project Manager(s): The Project Manager(s) have responsibility for the day-to-day administration of the resulting Agreement for the County and will be designated prior to award of the resulting Master Agreement or Purchase Order.

Day: The word "day" means each calendar day or accumulation of calendar days.

Director: The Director of Purchasing and Contracts for the County of Volusia, Florida.

Master Agreement: The payment vehicle through with the successful Bidder(s) shall be compensated. This Agreement will be issued in accordance with the specifications, terms, and conditions of this Bid document and shall be valid for a specified period of time with a specific dollar value, which shall not be exceeded annually.

Person or Persons: An individual, firm, partnership, corporation, association, executor, administrator, trustee, or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

Preference: The method of the reducing the proposed Bid or quote price by a designated percentage for the sole purpose of determining the lowest price when compared to other prices submitted during a competitive solicitation.

Protest: See process at www.volusia.org/purchasing.

Purchase Order: The County's written document to the Contractor formalizing the proposed transaction, such as a description of item(s)/services, delivery location, payment terms, invoice address and transportation. If there are any conflicts between the Purchase Order and the resulted awarded ITB the terms of the ITB shall prevail.

Subcontractor: A person other than a materialman or laborer who enters into a contract with a Contractor for the performance of any part of the Agreement documents.

4 SUBMITTAL REQUIREMENTS *(Submit in the following order)*

It is not necessary to return every page of this document with the Proposal; return *only* the pages that require signatures or information requested below.

- ☐ **Completed Invitation to Bid Cover Page** signed by an authorized agent of the firm, as listed on the Florida Department of State, Division of Corporations' Sunbiz report available at www.sunbiz.org (Sunbiz), shall be required. If anyone other than the officers listed on the Sunbiz website will be signing this ITB, a memorandum of authority signed by an officer of the firm allocating authorization shall be required. If firm is not currently registered as a vendor in the State of Florida (Sunbiz), include documentation designation of contracting authority. The memorandum of authority shall be on the firm's letterhead and shall clearly state the name, title and contact information for the individual designated by the firm.
- ☐ **Required Copies and Electronic Copy on CD or USB drive** (see Section 2.7)
- ☐ **Provide a Florida Department of State, Division of Corporations' Sunbiz report** available at www.sunbiz.org.
- ☐ **Completed Bid Submittal Form** (use attached form Section 5.0).
- ☐ **References** - List at least three (3) recent references where the proposed services has been provided within the past three (3) years. Use of the attached form (Section 6.0) will aid in evaluation. Unless specifically asked by the County, the County of Volusia shall not be listed as a reference.
- ☐ **Business Tax Receipt (BTR)**

To be responsive to this solicitation, each Bidder who is currently required to have a Business Tax Receipt (BTR) at the time of submittal shall provide a copy of their current BTR in their response to this solicitation.

There are two exceptions to this Bid submission requirement:

1. If Bidder's business does not have a physical location in Lake, Orange, Osceola, Seminole, or Volusia County, no submission is required, *OR*
2. If Bidder's business type is exempt, submit with proposal a *Proof of Exemption* approved by the Volusia County Revenue Director (see Section 14.0).

For more information and to access *Ch. 114, Article I, Sect. 114-1* of the Volusia County Code of Ordinances, see

https://library.municode.com/fl/volusia_county/codes/code_of_ordinances?nodeId=PTIICOOR_CH114TA_ARTIINGE

- ☐ **Insurance** - (See Exhibit II) Evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Final forms must contain the correct solicitation and/or project number and Volusia County contact person. Contractor shall provide the required insurance detailed in Exhibit II for the entire Term of the agreement. Regardless of anything submitted as proof of insurance, Contractor shall comply with all requirements of Exhibit II.

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the proposal.

Incorporated and unincorporated firms that qualify for an exemption under the Florida Workers' Compensation law in Chapter 440, Florida Statutes, shall submit an executed *Hold Harmless Agreement* (see Section 16.0) relieving the County of liability in the event they and/or their employees are injured while providing goods and/or services to the County.

- ☐ **Conflict of Interest Form** (use attached form Section 7.0) All Bidders shall properly complete, have notarized, and include with their Bid Submittal the attached statement disclosing any potential conflict of interest that the Bidder may have due to ownership, other clients, contracts, or interests associated with this project.
- ☐ **Addenda** issued subsequent to the release of this solicitation must be signed and returned with the firm's Bid. Failure to return signed addenda may be cause for the Bid to be considered non-responsive.
- ☐ **W-9** Include a completed W-9 form. If the firm is not registered with Volusia County, on-line registration is available at www.volusia.org/purchasing under Vendor Self Service, which links to the registration site and the W-9 form can be accessed through this site as well.
- ☐ **Certification Affidavit by Local Business (use attached forms 11.0 and 12.0)** All Bidders shall complete, have notarized, and include with their Bid Submittal the attached statement(s) confirming Local Preference Eligibility.
- ☐ **Drug-Free Work Place form** (use attached form Section 8.0).
- ☐ **Certification Regarding Debarment – Prime** (use attached form Section 9.0).

- ☐ **Certification Regarding Debarment – Sub *if applicable*** (use attached form Section 10.0).
- ☐ **CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES** (use attached form in Section 15.0)
- ☐ Proper and complete submission of required attachment per section 1.7.
- ☐ Resume of Project Manager per section 1.0 Vendor Responsibilities

All Bidders shall be prepared to supply a financial statement upon request, preferably a certified audit, but a third party prepared financial statement and the latest D & B report will be accepted.

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[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Limited Liability Company
R&M SERVICE SOLUTIONS, LLC

Filing Information

Document Number	L09000114038
FEI/EIN Number	27-1422665
Date Filed	11/30/2009
Effective Date	11/30/2009
State	FL
Status	ACTIVE
Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	02/17/2020
Event Effective Date	NONE

Principal Address

7256 WESTPORT PLACE, SUITE A
WEST PALM BEACH, FL 33413

Changed: 08/04/2015

Mailing Address

7256 WESTPORT PLACE, SUITE A
WEST PALM BEACH, FL 33413

Changed: 08/04/2015

Registered Agent Name & Address

CORPORATE CREATIONS NETWORK INC.
801 US HWY 1
Suite 301
NORTH PALM BEACH, FL 33408

Name Changed: 02/17/2020

Address Changed: 02/17/2020

Authorized Person(s) Detail

Name & Address

Title MMGR

RAKOCZY, JOHN R
7256 WESTPORT PLACE, SUITE A
WEST PALM BEACH, FL 33413

Title Manager

Rakoczy, Corey D
7256 WESTPORT PLACE, SUITE A
WEST PALM BEACH, FL 33413

Title Authorized Member

George, Michael
7256 WESTPORT PLACE, SUITE A
WEST PALM BEACH, FL 33413

Title Authorized Member

Benedetto, Thomas M
7256 WESTPORT PLACE, SUITE A
WEST PALM BEACH, FL 33413

Annual Reports

Report Year	Filed Date
2018	01/16/2018
2019	01/24/2019
2020	01/21/2020

Document Images

02/17/2020 -- CORLCRACHG	View image in PDF format
01/21/2020 -- ANNUAL REPORT	View image in PDF format
01/24/2019 -- ANNUAL REPORT	View image in PDF format
01/24/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
01/16/2018 -- ANNUAL REPORT	View image in PDF format
02/09/2017 -- ANNUAL REPORT	View image in PDF format
02/04/2016 -- ANNUAL REPORT	View image in PDF format

<u>10/08/2015 -- LC Amendment</u>	View image in PDF format
<u>08/04/2015 -- LC Amendment</u>	View image in PDF format
<u>03/13/2015 -- ANNUAL REPORT</u>	View image in PDF format
<u>10/01/2014 -- AMENDED ANNUAL REPORT</u>	View image in PDF format
<u>08/18/2014 -- LC Amendment</u>	View image in PDF format
<u>08/13/2014 -- LC Amendment</u>	View image in PDF format
<u>04/25/2014 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/21/2013 -- ANNUAL REPORT</u>	View image in PDF format
<u>06/04/2012 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/10/2012 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/27/2011 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/25/2010 -- ANNUAL REPORT</u>	View image in PDF format
<u>11/30/2009 -- Florida Limited Liability</u>	View image in PDF format

Florida Department of State, Division of Corporations

May 6th, 2020

5.0 BID SUBMITTAL FORM

TO: County of Volusia, Florida
Office of Director of Purchasing and Contracts
123 W. Indiana Avenue, Room 302
DeLand, FL 32720-4608

The undersigned hereby declare(s) that [firm name] R&M Service Solutions, LLC
has carefully examined the specifications to furnish Hydrant and
Isolation Valve Maintenance and Repair, for which Bid Submittals were advertised to be
received **no later than 3:00 p.m., EST, on Tuesday, April 28, 2020**, and further declares that
the firm will furnish the Hydrant and **Isolation Valve Maintenance and Repair** according to
specifications.

Complete Attachment A
(Complete Electronically)

The County reserves the right to negotiate with the awarded vendor for additional services
similar in nature not known at the time of Bid closing.

Sole Proprietor ☐ Yes ☒ No **Total number employees** 15-20

F.O.B. Destination

The following information is required in order to be granted a price redetermination.

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel,
wages, insurances and other employee benefits, materials, overhead, operating expenses, etc.,
what percentage of the rate is **directly** attributed to the cost of fuel? 10 %

Which does the firm use: ☐ Diesel fuel or ☒ Gasoline?

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel,
wages, materials, overhead, operating expenses, etc., what percentage of the rate is **directly**
attributed to the cost of wages? 35 %

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel,
wages, insurances and other employee benefits, materials, overhead, operating expenses, etc.,
what percentage of the rate is **directly** attributed to the cost of materials? 15 %

Delivery / Availability: Upon request

Prompt payment discount, if applicable: 0 %, N/A Days; Net 45 Days

Do you accept electronic funds transfer (EFT)? ☒ YES ☐ NO

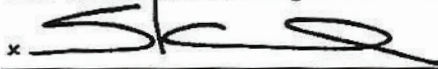
Do you offer a discount for electronic funds transfer (EFT)? ☐ YES, % ☒ NO

The County of Volusia reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as may be deemed to be in the best interest of the County.

I hereby certify that I have read and understand the requirements and terms and conditions of this Invitation to Bid No. 20-B-20LL, "**Hydrant and Isolation Valve Maintenance and Repair**", including all exhibits and attachments (as amended) and that I, as the Bidder, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any Agreement(s) and/or other transactions required by award of this ITB.

Further, as attested to by below signature, I will provide the required insurance, per Exhibit II, Insurance, upon notification of recommendation of award.

The vendor acknowledges that information provided in this Bid is true and correct:

x 

Authorized Signature
Samuel Wick

Printed Name
Director of Sales

May 6, 2020
Date

Title
R&M Service Solutions, LLC

Company Name
7256 Westport Place Ste. A, West Palm Beach, FL 33413

Full Address
(904)386-4483

(813)788-4355

swick@rmservicesolutions.com

Telephone

Fax

E-mail Address

Dunn & Bradstreet #

Federal I.D. #

6.0 REFERENCES

Agency #1	Seminole County Florida		
Address	500 W. Lake Mary Blvd		
City, State, ZIP	Sanford, FL 32773		
Contact Person	Chris Graybosch		
E-mail	Cgraybosch@seminolecountyfl.gov	Phone:	(407)840-4058
Date(s) of Service	2009- Current		
Type of Service	Hydrant and Valve repair and maintenance; Line stops approximately 1,000 Valves and 3,000 Hydrants completed multiple times.		
Comments:			
Agency #2	New Smyrna Beach		
Address	200 Canal Street		
City, State, ZIP	New Smyrna Beach, FL 32168		
Contact Person	Darren Phegley		
E-mail	dphegley@ucnsb.org	Phone:	(386) 275-2475
Date(s) of Service	August 2019- September 2019		
Type of Service	Hydrant Maintenance and Hydrant Isolation Valve Maintenance.		
Comments:			
Agency #3	Weston, City of		
Address	2599 Sount Post Road		
City, State, ZIP	Weston, FL 33327		
Contact Person	Jose Casio		
E-mail	Jcasio@westonfl.org	Phone:	(305)962-6740
Date(s) of Service	January 20 to Present		
Type of Service	Hydrant and Hydrant Isolation Valve Maintenance and Repairs.		
Comments:			

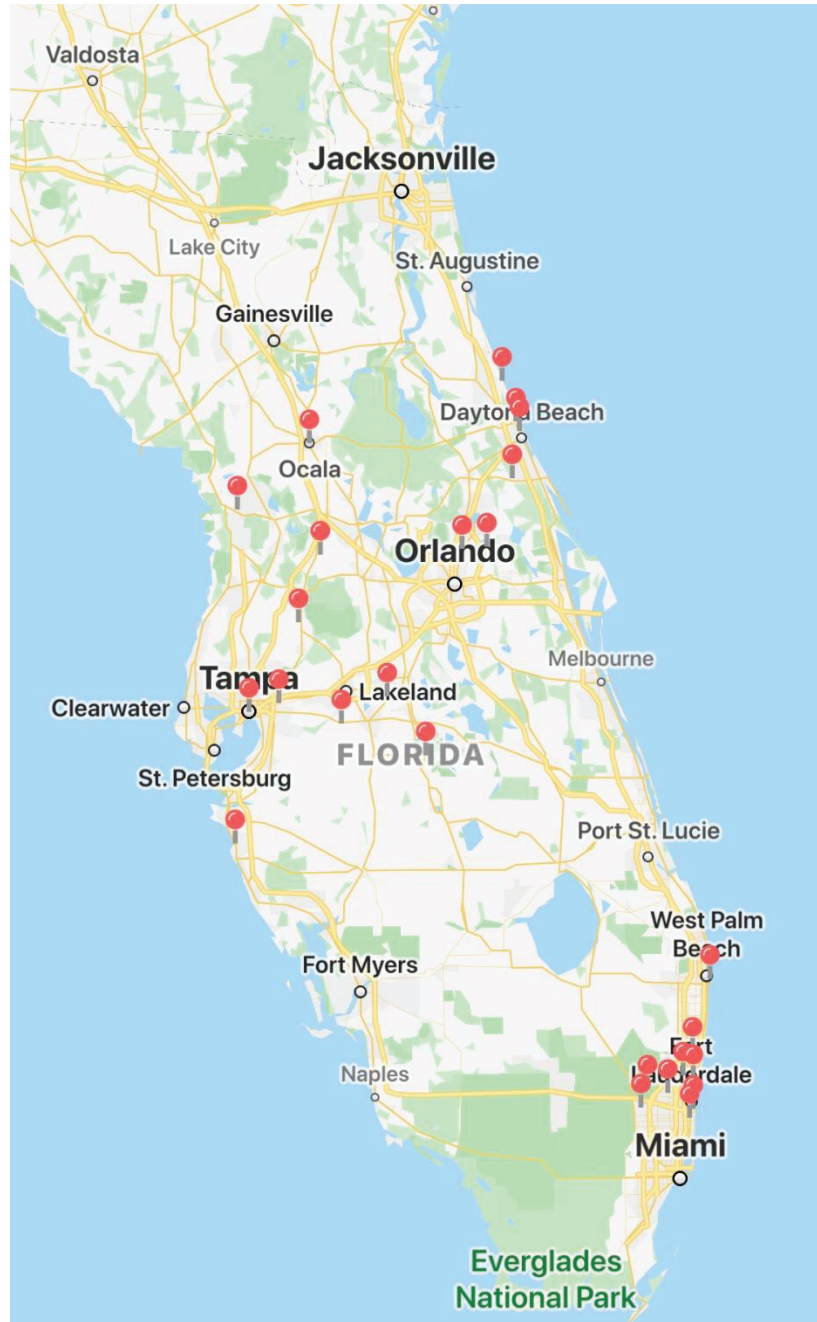
OUR REFERENCES

References

Hydrant & Valve Programs:

Client	Contact	Service
Sarasota County, FL	Jason "Jay" Brown Field Services Operations Manager Sarasota County 9941) -650-3728	Valve Exercising
City of Weston, FL	Karl C. Thompson, P.E., Director of Public Works (954) 385-2600, (954) 385-2610 FAX	Valve Exercising, Fire Hydrant maintenance (painting included)
Citrus County, FL	Dane Bargiel, Field Operations Supervisor (352) 400-0146	Fire Hydrant Maintenance and Valve Maintenance Program
City of Boca Raton, FL	Lisa Wilson-Davis, Operations and Environmental Compliance Manager (561) 338-7310, (561) 338-7345 FAX	Fire Hydrant Maintenance (painting included) and Valve Maintenance
Sumter County, FL	Damon Allen, Battalion Chief SCFEMS, B-Shift (352) 569-6844	Fire Hydrant & valve Maintenance Program
Port Everglades, FL	Garfield "Gary" Williams (954) 529-1148	Fire Hydrant & valve Maintenance Program
City of Coconut Creek, FL	Rodney Zancanata 954-956-1534	Fire Hydrant & valve Maintenance Program
City of Pompano Beach, FL	Pompano Beach, FL 33061-1300 (954) 786-5508	Fire Hydrant & valve Maintenance Program
City of Dade City, FL	Jeff Lanphere, Dade City Utilities Manager (352) 523-5047	Fire Hydrant & valve Maintenance Program
City of Longwood, FL	Richard Kornbluh, Utilities Manager (407) 263-2388, (407) 263-2390 FAX	Fire Hydrant Maintenance/Repair & Valve Maintenance
Broward County, FL	Juan Robby, Utilities Operations Manager (954) 831-3249, (954) 831-0819 FAX	Fire Hydrant Maintenance & Valve Maintenance

City of Ormond Beach, FL	Michael Dunn, P.E. Utilities Engineering Manager (386) 676-3269, (386) 676-3304 FAX	Fire Hydrant & Valve Maintenance Program
City of Holly Hill, FL	Bob Kasprack, Water Treatment Plant Chief Operator (386) 248-9463	Fire Hydrant & Valve Repair/Replacement
City of Mulberry, FL.	John Wright, Utilities Manager (863) 661-8954	Fire Hydrant Testing & Repair
City of Frostproof, FL	James Keene, Public Works Director (863) 528-2184	Fire Hydrant Testing & Repair
City of Dania Beach, FL	Michael Cassano, Deputy Fire Chief (954) 924-6815 x3722, (954) 921-0959 FAX	Fire Hydrant Maintenance
Polk County, FL	Don Silvia, Utilities Underground Manager (863) 298-4265, (863) 298-4111 FAX	Fire Hydrant & Valve Maintenance Program
City of Melbourne, FL	Mike Brink, Utility Operations Superintendent (321) 722-5373, (321) 674-5750 FAX	Fire Hydrant Maintenance Program
Seminole County, FL	Robert Dehler, Utilities Program Coordinator (407) 665-2015, (407) 665-2019 FAX	Fire Hydrant & Valve Maintenance Program
Volusia County, FL	Scott Heil, Utility Operations Manager (386) 822-6465, (386) 822-6466 FAX	Fire Hydrant Maintenance Program
City of Tampa, FL	Jillian Howard (813) 274-8593, (813) 274-7435 FAX	Valve Maintenance Program
City of Sunrise, FL	Frank Verardi – Distribution Superintendent – (954) 888-6092	Fire Hydrant & Valve Maintenance Program
Hillsborough County, FL	Gil Gardner, Utilities Manager – Line Maintenance (813) 554-5010, (813) 554-5066 FAX	Fire Hydrant & Valve Maintenance Program





R&MSERV-01

5.3.b

EDENL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/9/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E67768 Insurance Office of America Abacoa Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458		CONTACT NAME: Tara McKay PHONE (A/C, No, Ext): (561) 296-6153 26053 FAX (A/C, No): (561) 776-0670 E-MAIL ADDRESS: Tara.McKay@ioausa.com													
INSURED R&M Service Solutions, LLC R&M Service Solutions, Inc. 7256 Westport Place, Suite A West Palm Beach, FL 33413		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <td>INSURER A : Continental Insurance Company</td> <td>NAIC # 35289</td> </tr> <tr> <td>INSURER B : Vantapro Specialty Insurance Company</td> <td>44768</td> </tr> <tr> <td>INSURER C : National Union Fire Insurance Company of Pittsburgh PA</td> <td>19445</td> </tr> <tr> <td>INSURER D : Valley Forge Insurance Company</td> <td>20508</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER A : Continental Insurance Company	NAIC # 35289	INSURER B : Vantapro Specialty Insurance Company	44768	INSURER C : National Union Fire Insurance Company of Pittsburgh PA	19445	INSURER D : Valley Forge Insurance Company	20508	INSURER E :		INSURER F :	
INSURER A : Continental Insurance Company	NAIC # 35289														
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INSURER D : Valley Forge Insurance Company	20508														
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☒ PROJECT ☒ LOC OTHER:	X	X	6042667780	7/21/2019	7/21/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	5087-0069-01	7/21/2019	7/21/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$			BE019655143	7/21/2019	7/21/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
D	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	642667794	9/4/2019	9/4/2020	☒ PER STATUTE OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater			6042667780	7/21/2019	7/21/2020	Leased/Rented-Item 125,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 9/4/2019 to 9/4/2020 California Workers Compensation: Carrier - Transportation Insurance Company, Policy #6042667827, Limits: \$1,000,000/\$1,000,000/\$1,000,000

Volusia County and FDOT are Additional Insured with respect to General Liability when required by written contract per form #CNA75079XX and Additional Insured with respect to Auto Liability per form#SA 00039 00.
 Waiver of Subrogation with respect to General Liability per form # CNA74705XX, with respect to Auto Liability per form# CA 04 44 and with respect to Workers Compensation per form # WC000313

CERTIFICATE HOLDER

CANCELLATION

Volusia County
 Purchasing & Contracts Division
 123 W Indiana Avenue
 Room.302
 Deland, FL 32720

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

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – WHERE REQUIRED UNDER CONTRACT OR AGREEMENT - SCHEDULE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION II – LIABILITY COVERAGE, Paragraph A. Coverage, Subparagraph 1. Who Is An Insured is amended to include the following additional provision:

The person(s) or organization(s) shown in the Schedule below is an additional "insured", but solely to the extent that you become obligated to include such person(s) or organization(s) as an additional "insured" under this policy as a result of any written contract or written agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, and solely with respect to liability arising out of the use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- a. The coverage and/or limits of this policy; or
- b. The coverage and/or limits required by said written contract or written agreement.

Schedule:

Person(s) or Organization(s):

Any person or organization whom you have agreed to include as an additional insured under a fully executed written contract or written agreement, provided that such was executed prior to an "accident", occurrence, loss, injury or damage

POLICY NUMBER: 5087-0069-01

COMMERCIAL AUTO
CA 04 44 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: R&M Service Solutions, LLC**Endorsement Effective Date:** 7/21/2019**SCHEDULE****Name(s) Of Person(s) Or Organization(s):**

Any person or organization whom you have agreed to include as an additional insured under a fully executed written contract or written agreement, provided that such was executed prior to an "accident", occurrence, loss, injury or damage

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



Workers Compensation And Employers Liability Insurance Policy Endorsement

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 4; Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: WC 6 42667794

Policy Effective Date: 09/04/2019

Policy Page: 37 of 62



CNA PARAMOUNT

Contractors' General Liability Extension Endorsement

- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the claim.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as damages because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor

CNA74705XX (1-15)

Page 16 of 17

The Continental Insurance Co.

Insured Name: R&M SERVICE SOLUTIONS, INC.

Policy No: 6042667780

Endorsement No: 1

Effective Date: 07/21/2019

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Attachment: MA - R&M - Volusia County - Hydrant and Valve Maintenance - Complete bid & scope (1) (2020-R-44 : Fire Hydrant and Isolation



CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 1. the **written contract** requires you to provide the additional insured such coverage; and
 2. this **coverage part** provides such coverage.
- II. But if the **written contract** requires:
 - A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional insured coverage to the greatest extent permissible by law;
 then paragraph I. above is deleted in its entirety and replaced by the following:
WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

Page 1 of 2

The Continental Insurance Co.

Insured Name: R&M SERVICE SOLUTIONS, INC.

Policy No: 6042667780

Endorsement No: 2

Effective Date: 07/21/2019

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CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**;
 for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

Page 2 of 2

The Continental Insurance Co.

Insured Name: R&M SERVICE SOLUTIONS, INC.

Policy No: 6042667780

Endorsement No: 2

Effective Date: 07/21/2019

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Attachment: MA - R&M - Volusia County - Hydrant and Valve Maintenance - Complete bid & scope (1) (2020-R-44 : Fire Hydrant and Isolation

I HEREBY CERTIFY that

- EXCEPTIONS to items above (List):

Date: May 6, 2020

COUNTY OF _____

(Seal)



**COUNTY OF VOLUSIA
PURCHASING & CONTRACTS DIVISION**
123 West Indiana Avenue, Room 302
DeLand, Florida 32720-4608
(386) 736-5935 ♦ Fax: (386) 736-5972
www.volusia.org

April 3, 2020

**ADDENDUM NO. 1
Hydrant and Isolation Valve Maintenance and Repair
ITB No. 20-B-20LL**

TO: All firms interested in providing the required services

The purpose of this addendum is to provide the following clarifications, changes, modifications and/or additions to the Invitation to Bid (ITB). This addendum is an integral part of the ITB and shall take precedence over what was previously stated in the solicitation documents.

Bid Closing Date:

The bid closing date has been extended to Thursday April 30, 2020. The last day for questions is April 16, 2020.

The Purchasing and Contracts Division has revised the bid submittal and bid opening procedures regarding public solicitations in response to COVID-19. Please visit www.volusia.org/purchasing or www.volusia.org/bidlist for the most up to date information. It is the responsibility of all bidders to check the website prior to bid submittal. Please allow sufficient time for delivery of all packages.

As a reminder:

Hard copies of bid submittals are no longer required. One (1) COMPLETE electronic copy on a CD or USB drive in PDF format shall be submitted. (Excel spreadsheets shall not be recorded in PDF). The electronic copy of the submittal shall include ALL submittal requirements, as detailed in the solicitation. Electronic copies shall NOT be password protected.

Clarification:

Section 1.1 C shall now include the following: Raise valve box to grade using standard valve box risers 1", 1-1/2", 2", 3", 4" or 6" (if applicable).

Attachments:

The following has been posted to the website as part of this Addendum No. 1: Attachment A – Group A-Group B Price Schedule Revised 4.3.2020.

Questions:

Question: Are all the valves for the valve maintenance line item #17, 6" hydrant leads? If not, can you provide the sizes?

Response: All valves are 6" hydrant isolation.

Question: Is this steady work throughout the year or do you expect gaps in work?

Response: This is not a year round project, it is only about a four month period per year.

Question: Can the valve raises and realignments get their own line items and a more detailed spec for surface covers and depths etc.?

Response: See above clarification and attachments.

Question: Is the operation of the Fire Hydrant isolation valve part of hydrant line item?

Response: Yes, exercising of the isolation valve is part of the hydrant line item.

5.3.b

Question: Does water from the hydrants need to be dechlorinated?

Response: No dechlorination is not required.

Question: Does Volusia County have an estimated number of valve and hydrant replacements associated with the project?

Response: The number of replacements will be 6" valves -2, 8" valves - 2, 10" valves - 2, 12" valves - 2 and 16" valves -2, so a total of 10.

Question: What is the maximum number of hydrant maintenance the awarded contractor can complete within a working day?

Response: We have 1,566 hydrants that will need maintenance. All must be completed by September.

All other terms and conditions remain unchanged.

END OF ADDENDUM NO. 1

Total Pages: 2

If there are any questions, please contact the staff member responsible for this project, Lacey Lassiter, Procurement Analyst, at phone: (386) 822-5772 or via E-mail: llassiter@volusia.org.


Jennifer Ditslear, CPPB
Procurement Manager
Purchasing and Contracts Division

Please sign and return with Bid 20-B-20LL	
Vendor: <u>RBM Service Solutions, LLC</u>	
Signed by (Name/Position): <u>Samuel Wick, Director of Sales</u>	<u>SKW</u>
Phone No.: <u>(904) 386-4483</u>	Date: <u>May 6 2020</u>

FAILURE TO RETURN THIS FORM WITH THE BID SUBMITTAL MAY CAUSE THE BID TO BE DEEMED NON-RESPONSIVE



COUNTY OF VOLUSIA
PURCHASING & CONTRACTS DIVISION
 123 West Indiana Avenue, Room 302
 DeLand, Florida 32720-4608
 (386) 736-5935 ♦ Fax: (386) 736-5972
www.volusia.org

April 16, 2020

ADDENDUM NO. 2
Hydrant and Isolation Valve Maintenance and Repair
ITB No. 20-B-20LL

TO: All firms interested in providing the required services

The purpose of this addendum is to provide the following clarifications, changes, modifications and/or additions to the Invitation to Bid (ITB). This addendum is an integral part of the ITB and shall take precedence over what was previously stated in the solicitation documents.

Questions:

Question: Can we have more than 2 crews working at one time?

Response: No, only one crew.

Question: Will there be a line item for Line Stops? Line Stops historically cost more than shut downs

Response: No.

Question: Is there a line item added for well points?

Response: No.

Question: If a hydrant is more than 48" bury will there be a line item added for extra excavation?

Response: No.

Question: Will there be a line item for extra stand by time if shut down for replacement cannot be completed?

Response: No.

Question: Will there be a line item added for shoring if needed?

Response: No.

Question: Will there be a line item for a pass thru percentage cost for extras that are not on this contract?

Response: No.

Question: Will there be a line item for work in asphalt, or concrete, paver brick, or any unseen items that may occur?

Response: No.

Question: If the contractor elects to deploy two crews in the county can we complete 60 Hydrants a day? If no, then what is the maximum amount of hydrants that can be completed per day?

Response: 25.

All other terms and conditions remain unchanged.

END OF ADDENDUM NO. 2

Total Pages: 2

If there are any questions, please contact the staff member responsible for this project, Lacey Lassiter, Procurement Analyst, at phone: (386) 822-5772 or via E-mail: llassiter@volusia.org.

Jennifer Ditslear
Jennifer Ditslear, CPPB
Procurement Manager
Purchasing and Contracts Division

<u>Please sign and return with Bid 20-B-20LL</u>	
Vendor: <u>R&M Service Solutions LLC</u>	
Signed by (Name/Position): <u>Samuel Wick, Director of Sales</u> <i>SKW</i>	
Phone No.: <u>(904) 386-4483</u>	Date: <u>May 6 2020</u>

FAILURE TO RETURN THIS FORM WITH THE BID SUBMITTAL MAY CAUSE THE BID TO BE DEEMED NON-RESPONSIVE

Attachment: MA - R&M - Volusia County - Hydrant and Valve Maintenance - Complete bid & scope (1) (2020-R-44 : Fire Hydrant and Isolation



COUNTY OF VOLUSIA
PURCHASING & CONTRACTS DIVISION
 123 West Indiana Avenue, Room 302
 DeLand, Florida 32720-4608
 (386) 736-5935 ♦ Fax: (386) 736-5972
www.volusia.org

April 27, 2020

ADDENDUM NO. 3
Hydrant and Isolation Valve Maintenance and Repair
ITB No. 20-B-20LL

TO: All firms interested in providing the required services

The purpose of this addendum is to provide the following clarifications, changes, modifications and/or additions to the Invitation to Bid (ITB). This addendum is an integral part of the ITB and shall take precedence over what was previously stated in the solicitation documents.

Bid Closing Date:

The bid closing date has been extended to Thursday May 7, 2020. The last day for questions is April 30, 2020.

Clarifications:

Award of bid will be based on the total of Group A and Group B combined. The price sheet must be completed in its entirety to be considered for award. Incomplete price sheets may be deemed non-responsive.

Attachments:

The following has been posted to the website as part of this Addendum No. 1: Attachment A – Group A-Group B Price Schedule Revised 4.27.2020.

Questions:

Question: After review the Addendum 2, a linestop only cost between 3600.00-5000.00 on the hydrant replacement, this could promote an unbalanced bid.

Response: Please see the revised Bid Price Sheet as posted to the website as part of this addendum.

All other terms and conditions remain unchanged.

END OF ADDENDUM NO. 3

Total Pages: 1

If there are any questions, please contact the staff member responsible for this project, Lacey Lassiter, Procurement Analyst, at phone: (386) 822-5772 or via E-mail: llassiter@volusia.org.

Jennifer Ditslear

Jennifer Ditslear, CPPB
 Procurement Manager
 Purchasing and Contracts Division

Please sign and return with Bid 20-B-20LL	
Vendor: <u>R&M Service Solutions LLC</u>	
Signed by (Name/Position): <u>Samuel Wick, Director of Sales</u> <i>Skw</i>	
Phone No.: <u>(904) 386-4483</u>	Date: <u>May 6 2020</u>

FAILURE TO RETURN THIS FORM WITH THE BID SUBMITTAL MAY CAUSE THE BID TO BE DEEMED NON-RESPONSIVE

Attachment: MA - R&M - Volusia County - Hydrant and Valve Maintenance - Complete bid & scope (1) (2020-R-44 : Fire Hydrant and Isolation



COUNTY OF VOLUSIA
PURCHASING & CONTRACTS DIVISION
 123 West Indiana Avenue, Room 302
 DeLand, Florida 32720-4608
 (386) 736-5935 ♦ Fax: (386) 736-5972
www.volusia.org

May 1, 2020

ADDENDUM NO. 4
Hydrant and Isolation Valve Maintenance and Repair
ITB No. 20-B-20LL

TO: All firms interested in providing the required services

The purpose of this addendum is to provide the following clarifications, changes, modifications and/or additions to the Invitation to Bid (ITB). This addendum is an integral part of the ITB and shall take precedence over what was previously stated in the solicitation documents.

Attachments:

The following has been posted to the website as part of this Addendum No. 1: Attachment A – Group A-Group B Price Schedule Revised 5.1.2020.

Questions:

Question: On group A, line item 17, what size line stops will be requested?

Response: Please see the revised Bid Price Sheet as posted to the website as part of this addendum.

All other terms and conditions remain unchanged.

END OF ADDENDUM NO. 4

Total Pages: 1

If there are any questions, please contact the staff member responsible for this project, Lacey Lassiter, Procurement Analyst, at phone: (386) 822-5772 or via E-mail: llassiter@volusia.org.

Jennifer Ditslear

Jennifer Ditslear, CPPB
 Procurement Manager
 Purchasing and Contracts Division

Please sign and return with Bid 20-B-20LL

Vendor: R&M Service Solutions LLC

Signed by (Name/Position): Samuel Wick, Director of Sales

Phone No.: (904) 386-4483

Date: May 6 2020

FAILURE TO RETURN THIS FORM WITH THE BID SUBMITTAL MAY CAUSE THE BID TO BE DEEMED NON-RESPONSIVE

Attachment: MA - R&M - Volusia County - Hydrant and Valve Maintenance - Complete bid & scope (1) (2020-R-44 : Fire Hydrant and Isolation

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.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. R&M Service Solutions, LLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► P Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 7256 Westport Place Suite A	Requester's name and address (optional) Volusia County 123 W Indiana Ave Room. 302 DeLand, FL 32720
6 City, state, and ZIP code West Palm Beach, FL 33413	
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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
2	7	-	1	4	2	2	6	5

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign
Here

Signature of
U.S. person ►

Date ► **4/13/2020**

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.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

11.0 CERTIFICATION AFFIDAVIT BY CONTRACTOR AS LOCAL BUSINESS

This form must be signed and sworn to in the presence of a notary public or other official authorized to administer oaths.

A. This sworn statement is submitted to County of Volusia, FL, Purchasing and Contracts;

By: N/A
(Authorized individuals name and title)

For: N/A
(Name of Company/Individual submitting sworn statement)

B. Local Preference Eligibility

1. Vendor has been in business for a minimum of six (6) months prior to the date of Bids or quote Yes ☐ No
2. Vendor has proof of local business in the form of a business tax receipt from a local jurisdiction per Volusia County Local Preference ordinance ☐ Yes ☒ No

I understand that the submission of this form to the contracting officer for Volusia County, Florida, is valid through the end of term of the awarded Agreement. I also understand that failure to notify the County of Volusia of a change in address out of the local area may result in breach of Agreement.

(Signature)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____, by _____, who is/are personally known to me or who has/have produced _____ as identification.

NOTARY PUBLIC – STATE OF _____

Type or print name:

Commission No.: _____

Commission Expires: _____

(Seal)

12.0 CERTIFICATION AFFIDAVIT BY SUB CONTRACTOR AS LOCAL BUSINESS

This form must be signed and sworn to in the presence of a notary public or other official authorized to administer oaths.

A. This sworn statement is submitted to County of Volusia, FL, Purchasing and Contracts;

By: N/A
(Authorized individuals name and title)

For: N/A
(Name of Company/Individual submitting sworn statement)

B. Local Preference Eligibility

1. Vendor has been in business for a minimum of six (6) months prior to the date of Bids or quote ☐ Yes ☐ No
2. Vendor has proof of local business in the form of a business tax receipt from a local jurisdiction per Volusia County Local Preference ordinance ☐ Yes ☐ No

I understand that the submission of this form to the contracting officer for Volusia County, Florida, is valid through the end of term of the awarded Agreement. I also understand that failure to notify the County of Volusia of a change in address out of the local area may result in breach of Agreement.

(Signature)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____, by _____, who is/are personally known to me or who has/have produced _____ as identification.

NOTARY PUBLIC – STATE OF _____
Type or print name:

Commission No.: _____

Commission Expires: _____

(Seal)

13.0 NOTIFICATION REGARDING PUBLIC ENTITY CRIME & DISCRIMINATORY VENDOR LIST REQUIREMENTS & DISQUALIFICATION PROVISION

A. Pursuant to Florida Statutory requirements, potential Bidders are notified:

287.133(2)(a) 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, or replies 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

287.133(2)(b) A public entity may not accept any Bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any Bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

287.134(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a Bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, or replies 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.

287.134(2)(b) A public entity may not accept any Bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any Bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

B. By submitting a proposal, the Bidder represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes(2005).

C. In addition to the foregoing, the Bidder represents and warrants that Bidder, Bidder's subcontractors and Bidder's implementer, if any, is not under investigation for violation of such statutes.

D. Bidder should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

8.0 DRUG-FREE WORK PLACE

The undersigned firm, in accordance with Florida statute 287.087, hereby certifies that

R&M Service Solutions, LLC does:
(Name of Firm)

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 violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose 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) days after such conviction.
5. Impose a sanction 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.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Samuel Wick Director of Sales
Name and Title

May 6, 2020
Date


Signature

R&M Service Solutions, LLC
Firm

7256 Westport Place Ste. A
Street address

West Palm Beach, FL 33413
City, State, Zip

9.0 CERTIFICATION REGARDING DEBARMENT

Certification Regarding Debarment, Suspension, And Other Responsibility Matters Primary Covered Transactions TO BE COMPLETED BY CONTRACTOR

- A. The prospective primary participant (contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (A) (2) of this certification; and
 4. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

Samuel Wick Director of Sales

Name and Title

May 6, 2020

Date



Signature

R&M Service Solutions, LLC

Firm

7256 Westport Place Ste. A

Street address

West Palm Beach, FL 33413

City, State, Zip

10.0 CERTIFICATION REGARDING DEBARMENT (SUB)

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion TO BE COMPLETED BY ALL SUB-CONTRACTORS

- A. The prospective participant (sub-contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (A) (2) of this certification; and
 4. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

N/A
Name and Title

N/A
Date

Signature

N/A
Firm

N/A
Street address

N/A
City, State, Zip

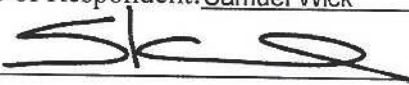
15.0 CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s.215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Respondent: Samuel Wick

By: 

(Authorized Signature)

Title: Director of Sales

Date: May 6, 2020

Please complete this price sheet in its entirety. Award will be based on the total combination of Group A and Group B.

Company Name: R&M Service Solutions

Group A - Hydrant Services Price Schedule

Item No.	Description	Annual Estimated Quantity	Unit	Unit Price	Total Offer
1	Hydrant Maintenance (Includes Scrape, Wire Brush and Paint)	1,566	EA	\$ 53.00	\$ 82,998.00
2	Hydrant Maintenance (without Scrape, Wire Brush and Paint)	1,566	EA	\$ 43.00	\$ 67,338.00
3	Replace existing typical bury (48") hydrant on functioning and restrained isolation valve (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop	2	EA	\$ 5,000.00	\$ 10,000.00
4	Replace existing typical bury (48") hydrant and "tie-back" unrestrained isolation valve providing valve is mechanical joint and not "push on" (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop.	2	EA	\$ 5,300.00	\$ 10,600.00
5	Replace existing typical bury (48") hydrant and (or install) isolation valve on existing restrained MJ tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	2	EA	\$ 6,100.00	\$ 12,200.00
6	Replace existing typical bury (48") hydrant, isolation valve and 6" x 6" tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	2	EA	\$ 6,000.00	\$ 12,000.00
7	Replace existing typical bury (48") hydrant, isolation valve and 6" x 8" tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	2	EA	\$ 6,000.00	\$ 12,000.00
8	Replace existing typical bury (48") hydrant, isolation valve and 6" x 10" tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	2	EA	\$ 11,000.00	\$ 22,000.00
9	Replace existing typical bury (48") hydrant, isolation valve and 6" x 12" tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	2	EA	\$ 11,000.00	\$ 22,000.00
10	Install new hydrant and (isolation) valve on existing typical 48" bury water main with 6"x 6" wet tap.	2	EA	\$ 6,000.00	\$ 12,000.00
11	Install new hydrant and (isolation) valve on existing typical 48" bury water main with 6"x 8" wet tap.	2	EA	\$ 6,200.00	\$ 12,400.00
12	Install new hydrant and (isolation) valve on existing typical 48" bury water main with 6"x 10" wet tap.	2	EA	\$ 8,000.00	\$ 16,000.00
13	Install new hydrant and (isolation) valve on existing typical 48" bury water main with 6"x 12" wet tap.	2	EA	\$ 8,000.00	\$ 16,000.00
14	Hydrant upper barrel repair	6	EA	\$ 500.00	\$ 3,000.00
15	Hydrant lower barrel repair	6	EA	\$ 700.00	\$ 4,200.00
16	Bonnet repair	6	EA	\$ 1,350.00	\$ 8,100.00
17	Line Stop 6"	2	EA	\$ 3,125.00	\$ 6,250.00
18	Line Stop 8"	2	EA	\$ 3,750.00	\$ 7,500.00

Group B - Valve Services Price Schedule

Item No.	Description	Annual Estimated Quantity	Unit	Unit Price	Total Offer
17	Valve maintenance (includes sub-foot GPS location).	1,566	EA	\$ 37.00	\$ 57,942.00
18	(assume 48" bury, includes excavation, materials, backfill and compaction).	2	EA	\$ 3,000.00	\$ 6,000.00
19	(assume 48" bury, includes excavation, materials, backfill and compaction).	2	EA	\$ 3,500.00	\$ 7,000.00
20	Replace existing 10" valve with resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction).	2	EA	\$ 4,000.00	\$ 8,000.00
21	Replace existing 12" valve with resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction).	2	EA	\$ 5,100.00	\$ 10,200.00
22	Replace existing 16" valve with resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction).	2	EA	\$ 12,000.00	\$ 24,000.00
23	Valve Box Risers 1"	2	EA	\$ 100.00	\$ 200.00
24	Valve Box Risers 1-1/2"	2	EA	\$ 100.00	\$ 200.00
25	Valve Box Risers 2"	2	EA	\$ 100.00	\$ 200.00
26	Valve Box Risers 3"	2	EA	\$ 100.00	\$ 200.00
27	Valve Box Risers 4"	2	EA	\$ 100.00	\$ 200.00
28	Valve Box Risers 6"	2	EA	\$ 100.00	\$ 200.00
Total Group A and B				\$ 116,358.00	\$ 450,928.00

Michael G. George

352-200-9631 Cell

mgeorge@rmservicesolutions.com

Qualifications

- ❖ *Highly Skilled in organizational management.*
- ❖ *Proven Ability to effectively handle multiple tasks and changing levels of responsibilities.*
- ❖ *Quick Study with ability to easily grasp and implement new ideas, concepts, methods, and technologies.*
- ❖ *Energetic and self-motivated team player/builder.*
- ❖ *Thrive in both independent and collaborative work environments.*

Computer Skills

- Windows
- MS Word
- MS Word
- MS Excel
- MS PowerPoint

Education/Training

Twin Lakes High School 1983
Technical Training

Professional Certifications

- ✦ FDEP Level 1 Distribution System Operator
- ✦ FWPCOA A Wastewater Collection
- ✦ FWPCOA C Storm Water C Certification
- ✦ Defensive Driving Course National Safety Council (2009)
- ✦ Project Management Procedures (2009)
- ✦ Creative Problem Solving (2009)
- ✦ Understanding Job Tracking (2009)
- ✦ Understanding Estimating (2009)
- ✦ Contracts & Change Orders (2009)
- ✦ Intermediate Work Zone Traffic Control (10)
- ✦ NUCA Excavation Safety & Competent Person Training Program (2009)
- ✦ NUCA Confined Space Entry Program
- ✦ Florida Stormwater Association Stormwater Operator- Level I

Professional Affiliations

- FSAWWA Mac Council
- FSAWWA Distribution Awards Chair Person

Professional Experience

R&M Service Solutions

November 2013 - Present

Dade City, Florida 33525

Position: Business Development Manager / Operations Manager

Contacting new clients and providing them information on our products and services•Heavy networking •Researching and responding to client's inquiries•Search new leads and secure business through pro-active approaches•Identifying, qualifying and capturing new business nationally•Active contribution to our growth strategy and wider business plan•Delivery of results against set objectives•Work with and respond to complex, large business Request for Proposals.

MasTec North America Inc.

August 2012 - November 2013

Tampa, Florida, 33619

January 2009 - January 2012

Position: Estimator/Supervisor

Coordinated with department personal to assist them in establishing the project scope and standards of construction projects•Assessed scope and location of the work activity•Estimated equipment, manpower, cost of project, and materials required accomplishing each project•Made sketches or blueprints to detail work to be accomplished•Assisted in the establishment of job priority based on general guidelines•Inspected construction sites, buildings to determine work needed to maintain buildings and construction sites to code and desired standards• Interviewed, trained, motivated, assigned and evaluated work, disciplined employees according to established procedures•Performed safety meetings•Planned scheduled, selected or approved, and requested necessary equipment and related supplies.

City of Homestead

January 2012 - August 2012

Homestead, Florida 33030

Position: Operations Manager

Supervision of skilled, semi-skilled and non-skilled personnel•Personnel functions includes landscaping maintenance, construction, repair and maintenance of public buildings, streets, street sweeping, repair of private property damaged by city equipment, alleyways, sidewalks, curbs, storm drains, swale areas, parking lots, all parks and municipality properties, care and maintenance of City equipment•Assisted in the preparation of short and long range objectives and goals•Assisted in preparation of annual budget and monitor expenditures and revenues•Work is specialized and required the coordination of the work force, materials, and equipment to accomplish tasks•Work evaluated by observation in progress and review of completed tasks.

Consolidated Pipe and Supply

November 2007 - January 2009

Orlando, Florida, 32808

Position: Outside Sales / Municipal Sales

Responsible for outside sales, Municipal sale in Central and West coast of Florida•Providing education on products, and AWWA Standards.

o AWWA Member

Professional Experience - Continued

Municipal Waterworks

November 2006 - October 2007

Orlando, Florida, 32808

Position: **Outside Sales / Municipal Sales**

Responsible for outside sales, Municipal sale in Central and West coast of Florida•Providing education on products, and AWWA Standards.

Hughes Supply / HD Supply

February 2005 - November 2006

Orlando, Florida 32803

Position: **Outside Municipal Sales**

Responsible for outside Municipal Sales in the South Florida Area•Providing product knowledge and uses for municipal applications•Sales manager over 150 accounts in the South Florida area on the East and West coast area.

Village of Wellington

October 2003 - February 2005

Wellington, Florida, 33414

Position: **Utility Field Manager**

Responsible for planning and supervisory oversight of water and wastewater distribution and collections systems and meter services for the Village. Employees in this classification are responsible for effective management and supervision of maintenance crews, technical personnel and contract work. Functional areas under charge include water distribution, wastewater collections, lift stations, and meter service

City of West Palm Beach

June 2002 - October 2003

West Palm Beach, Florida, 33401

1985 to 2001

Utilities Engineering Division

Position: **Utilities Construction Coordinator**

Inspects utility construction projects to ensure the project meets construction guidelines and conforms to city standards and specifications•Inspects all phases of public construction projects, including but not limited to, trenching, pipe installation, manholes, water or sewer services, fire lines and hydrants, pump stations, aerial and subaqueous crossings, air release units and structures, roadways, sidewalks, landscapes, jack, base installations, building, landscaping•Oversees work of contractors to ensure work meets contract specifications•Coordinates projects with private engineers, City engineers, City maintenance personnel, utility representatives and other government entities (County, FDOT, South Florida Water Management, etc.)•Maintains records of ongoing construction for as-built references, pay request approval and plan verification•Makes field adjustments and redesign decisions to resolve problems or conflicts and authorizes change orders regarding it•Assumed administrative control for project budgets•Attended pre-construction meetings with City design engineers to review plans for utility projects•Conducts tests of water and sanitary sewer systems to determine acceptability and compliance with design specifications•Conducts final walk-through of construction projects•Responded to questions, concerns and complaints regarding utility construction projects•Reviewed and comments on design plans and specifications prior to bid.

Utilities Distribution and Collection

July 1999 - January 2001

Position: **Utilities Maintenance Superintendent**

Interviews, trains, motivate, assigns and evaluates work, and disciplines employees according to established City procedures. Conducts performance appraisals•Support and actively promote the City's safety programs•Oversees and directs daily activities of a Division, such as specialized electrical services and street lighting, cleaning, maintaining and repair of streets and right-of-ways, repair and maintenance of water distribution, sanitary collection or storm water systems, lift station, and centralized maintenance•Develops, recommends and implements the budgets for the Division•Plans, schedules, select or approve, and requisitions necessary equipment and related supplies•Receives, investigates, and responds to citizen questions and complaints•Inspects completed work to ensure proper work performance.

Position: **Infrastructure Operations Coordinator, Field Ops.**

December 1997 - July 1999

Interviews, trains, motivate, assigns and evaluates work, and disciplines employees according to established City procedures. Conducts performance appraisals•Supports and actively promotes the City's safety programs•Plans, organizes, directs and controls infrastructure operations•Develops and recommends tactical, strategic plans and policies for assigned areas and

coordinates efforts with other City staff and outside entities•Develop and monitor operational and capital budgets• Negotiates, awards, and oversees and inspects contract work•Reviews requests for adjustments or changes to Union contracts and negotiates with the Union•Met with neighborhood and community groups to answer questions and address issues• Investigates and responds or coordinates response to citizen questions and complaints; collaborates with the Mayor's Response Team in resolving issues.

Position: Utilities Maintenance Supervisor

April 1985 - December 1997

Delegated and supervised work crews in construction and maintenance of the water distribution and sanitary sewer collection system•Operated machinery and automotive equipment, arrange and supervised the movement of tools, equipment, and crews•Maintained work records of assignments, make detailed sketches and prepare progress reports and time/cost accounting reports•Planned construction activities from blue prints and sketches•Communicate plans and work activities, with consumers and contractors regarding planned and on-going projects.

J & M Utilities Service

February 2001 - June 2002

West Palm Beach

Position: Owner and Operator

Distributor of sewer equipment and chemicals•Contractor repair of sewer lift stations and force mains.



State of Florida
Department of Environmental Protection
OPERATOR CERTIFICATION PROGRAM
2600 BLAIR STONE ROAD, M.S. 3506
TALLAHASSEE, FLORIDA 32399-2400
(850)245-7500

MICHAEL G. GEORGE

10482 DUNKIRK ROAD
SPRING HILL, FL 34608

State of Florida
Department of Environmental Protection

LICENSE NO.: 0018509 DATE ISSUED: 4/25/2019
CLASS 1 DISTRIBUTION SYSTEM OPERATOR
MICHAEL G. GEORGE
IS LICENSED UNDER PROVISIONS OF CHAPTER 403, FLORIDA STATUTES
VALID UNTIL: 4/30/2021



State of Florida
Department of Environmental Protection

ISSUED: 4/25/2019

LICENSE NO.: 0018509

THE CLASS 1 DISTRIBUTION SYSTEM OPERATOR NAMED BELOW IS LICENSED
UNDER THE PROVISIONS OF CHAPTER 403, FLORIDA STATUTES.

VALID UNTIL: 4/30/2021

MICHAEL G. GEORGE

RON DESANTIS

NOAH VALENSTEIN

GOVERNOR

DISPLAY IS REQUIRED BY LAW

Florida Water & Pollution Control Operators Association

Voluntary Certification Program

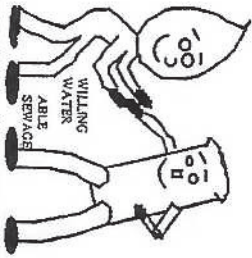
hereby certifies that

Michael George

has met the requirements for certification

as

**Class A
Wastewater Collection Technician**



FW & PCOA

Certificate Number 465

Heather Kama

President, FW&PCOA

Date issued August 13, 1999

K M Kelland

Chairman, Voluntary Certification Board



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

RAKOCZY, JOHN ROBERT

R&M SERVICE SOLUTIONS, LLC

39015 CR 54

ZEPHYRHILLS FL 33540

LICENSE NUMBER: CUC1225260

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

14.0 PROOF OF EXEMPTION



BUSINESS SERVICES REVENUE DIVISION

123 W. INDIANA AVE. • ROOM 103 • DELAND, FL 32720-4602

PHONE: 386-736-5938 • FAX: 386-822-5729

www.volusia.org/revenue

I certify that the business known as *(business name)* N/A,
 providing Hydrant and Valve Maintenance services, which is located at *(street address)* N/A
, *(city)* , falls under the business tax exemption described in:

- ☐ Florida Statute 205.054
☐ Florida Statute 205.055
☐ Florida Statute 205.063
☐ Florida Statute 205.064
☐ Florida Statute 205.065
☐ Florida Statute 205.066

- ☐ Florida Statute 205.067
☐ Florida Statute 205.162
☐ Florida Statute 205.191
☐ Florida Statute 205.192
☐ Florida Statute 205.193
☐ Florida Statute 205.196

(Authorized Signature)

N/A

(Printed Name)STATE OF COUNTY OF

Sworn to and subscribed before me this day of , 20, by
, who is/are personally known to me or
 who has/have produced as identification.

NOTARY PUBLIC – STATE OF Type or print name: Commission No.: Commission Expires:

(Seal)

A business that falls under one of the exempt classifications listed above is not required to have a Volusia County Business Tax Receipt.

Revenue Director/Designee

Not valid without signature

16.0 HOLD HARMLESS AGREEMENT

I, N/A, (print owner's name), am the owner of
N/A (print company name), an incorporated /
 unincorporated business operating in the State of Florida. As such, I am bound by all laws of the state of
 Florida, including but not limited to those regarding the workers' compensation law.

I hereby affirm that I or [the above-named business] employs fewer than four employees, all of
 whom are listed below, including myself, and therefore, the business is exempt from the statutory
 requirement for workers' compensation insurance for its employees. I certify that I will provide the County
 of Volusia with the name of each new employee together with all required waivers and releases for each
 prior to any employee being allowed to work to provide services under the contract set forth below. If any
 such employee is allowed to work without a signed waiver and release, such action will be a material breach
 of this Agreement. All signed waivers and releases shall be furnished before the commencement of any
 work by an employee or the undersigned to the County Project Manager or designated county
 representative.

On May 6, 2020, the County of Volusia and I or [the above-named business]
 entered into a contract for Hydrant and Isolation Valve and Repair (please insert name of contract),
 (hereinafter "Agreement") which is incorporated by reference herein.

On behalf of myself, my business, and the employees listed below, I and they hereby agree to waive
 and release any and all workers' compensation claims or liens under Chapter 440, Florida Statutes, against
 the County of Volusia and its agents, officials and employees, arising from any work or services provided
 under the Agreement whether or not it shall be alleged or determined that the act was caused by intention,
 or through negligence or omission of the County of Volusia or its agents, officials and employees or
 subcontractors.

In the event that a workers' compensation claim or lien is made against the County of Volusia
 and/or its agents, officials or employees by myself or my employees or agents as a result of any work or
 services performed under the Agreement, I agree to indemnify, keep and hold harmless the County of
 Volusia, Florida, its agents, officials and employees, against all injuries, deaths, losses, damages, claims,
 liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to,
 fees and charges of attorneys and other professionals) arising out of the Agreement with the County of
 Volusia, whether or not it shall be alleged or determined that the act was caused by intention or through
 negligence or omission of the County of Volusia or its employees, agents, or subcontractors. I or the above-
 named business shall pay all charges of attorneys and all costs and other expenses incurred in connection

with the indemnity provided herein, and if any judgment shall be rendered against the County of Volusia in any action indemnified hereby, I or the above-named business shall, at my or its own expense, satisfy and discharge the same. The foregoing is not intended nor should it be construed as, a waiver of sovereign immunity of the COUNTY OF VOLUSIA under Section 768.28, Florida Statutes.

Owner: N/A (print name) _____ (signature)
 Employee 1: N/A (print name) _____ (signature)
 Employee 2: N/A (print name) _____ (signature)
 Employee 3: N/A (print name) _____ (signature)

STATE OF _____
 COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by _____, who is/are personally known to me *or* who has/have produced _____ as identification.

 NOTARY PUBLIC – STATE OF

 Type or print name:

Commission No.: _____

Commission Expires: _____

(Seal)



Master Agreement

NO. 780 12305 - 2

5.3.b

TERM: 2020-06-16 to 2023-06-15

Page 1 of 2

Date Issued: 07/10/2020

Vendor contact: Name: MIKE GEORGE Phone: 561-798-3224 E-mail:		County contact: Name: DEVAN NORTH Phone: 386-943-7027 E-mail: dnorth@volusia.org	Bill To: County of Volusia UTILITIES OPERATION 3151 E New York Ave., 2nd Floor DELAND, FL 32724
Vendor Name: R&M SERVICE SOLUTIONS LLC 7256 WESTPORT PLACE SUITE A WEST PALM BEACH, FL 33413		Vendor No. VS7716	Ship To: UTILITIES OPERATION ""PROJECT SITE"" VOLUSIA COUNTY, FL 32724
Solicitation Number: 20-B-20LL Award Date: 2020-06-16 Award Authorization: COUNCIL		Purchasing LISA SMITH Phone: 386-822-5788 E-mail: mlsmith@volusia.org Payment Terms: Net 45 Days, FOB Dest, Freight allowed	
Document Description: Fire Hydrant Service and Repair			

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
1	34060	EA	Fire Hydrant service and repair, per attached price list	0.000000

Pam Wilsky, CPPO, CPPB
Purchasing & Contracts Director

County of Volusia
Sales Tax Exemption Number
85-8012622393C-9

Remainder of page is blank

A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.

If vendor terms and conditions conflict with Count of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and c

Packet Pg. 821

Attachment: MA - R&M - Volusia County - Hydrant and Valve Maintenance - Complete bid & scope (1) (2020-R-44 : Fire Hydrant and Isolation

ATTACHMENT A-GROUP A / GROUP B PRICE SCHEDULE
HYDRANT AND ISOLATION VALVE MAINTENANCE AND REPAIR
REVISED 5.1.2020

	COUNTY OF VOLUSIA, FL	ALL BIDS ACCEPTED BY THE COUNTY OF VOLUSIA ARE SUBJECT TO THE
	Recommendation of Award	COUNTY'S TERMS AND CONDITIONS, ANY AND ALL ADDITIONAL TERMS AND
		CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE
		NO FORCE AND EFFECT. BID DOCUMENTS FROM THE VENDORS LISTED
BID NUMBER:	20-B-201L	HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE OPENING DATE AND
BID TITLE:	Hydrant and Isolation Valve	TIME. ALL OTHER BID DOCUMENTS SUBMITTED IN RESPONSE TO THIS
OPENING DATE/TIME:	Maintenance and Repair	SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.
	5/7/2020	
	3:00 p.m.	

Please complete this price sheet in its entirety. Award will be based on the total combination of Group A and Group B.

Company Name: Hydromax USA

Group A - Hydrant Services Price Schedule

Company Name: R&M Service Solutions

Group A - Hydrant Services Price Schedule

Item No.	Description	Annual Estimated Quantity	Unit	Unit Price	Total Offer	Item No.	Description	Annual Estimated Quantity	Unit	Unit Price	Total Offer
1	Hydrant Maintenance (Includes Scrape, Wire Brush and Paint)	1,566	EA	\$ 41.00	\$ 64,206.00	1	Hydrant Maintenance (Includes Scrape, Wire Brush and Paint)	1,566	EA	\$ 53.00	\$ 82,998.00
2	Hydrant Maintenance (without Scrape, Wire Brush and Paint)	1,566	EA	\$ 35.00	\$ 54,810.00	2	Hydrant Maintenance (without Scrape, Wire Brush and Paint)	1,566	EA	\$ 43.00	\$ 67,338.00
3	Replace existing typical bury (48") hydrant on functioning and restrained isolation valve (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop	2	EA	\$ 9,648.00	\$ 19,296.00	3	Replace existing typical bury (48") hydrant on functioning and restrained isolation valve (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop	2	EA	\$ 5,000.00	\$ 10,000.00
4	Replace existing typical bury (48") hydrant and "tie-back" unrestrained isolation valve providing valve is mechanical joint and not "push on" (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop.	2	EA	\$ 9,560.00	\$ 19,120.00	4	Replace existing typical bury (48") hydrant and "tie-back" unrestrained isolation valve providing valve is mechanical joint and not "push on" (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop.	2	EA	\$ 5,300.00	\$ 10,600.00
5	Replace existing typical bury (48") hydrant and (or install) isolation valve on existing restrained MJ tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	2	EA	\$ 10,376.00	\$ 20,752.00	5	Replace existing typical bury (48") hydrant and (or install) isolation valve on existing restrained MJ tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	2	EA	\$ 6,100.00	\$ 12,200.00
6	Replace existing typical bury (48") hydrant, isolation valve and 6" x 6" tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	2	EA	\$ 14,089.00	\$ 28,178.00	6	Replace existing typical bury (48") hydrant, isolation valve and 6" x 6" tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	2	EA	\$ 6,000.00	\$ 12,000.00
7	Replace existing typical bury (48") hydrant, isolation valve and 6" x 8" tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	2	EA	\$ 14,384.00	\$ 28,768.00	7	Replace existing typical bury (48") hydrant, isolation valve and 6" x 8" tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	2	EA	\$ 6,000.00	\$ 12,000.00
8	Replace existing typical bury (48") hydrant, isolation valve and 6" x 10" tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	2	EA	\$ 14,643.00	\$ 29,286.00	8	Replace existing typical bury (48") hydrant, isolation valve and 6" x 10" tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	2	EA	\$ 11,000.00	\$ 22,000.00
9	Replace existing typical bury (48") hydrant, isolation valve and 6" x 12" tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	2	EA	\$ 14,938.00	\$ 29,876.00	9	Replace existing typical bury (48") hydrant, isolation valve and 6" x 12" tee (includes excavation, materials, backfill and compaction). Will require a shut down or line stop.	2	EA	\$ 11,000.00	\$ 22,000.00

ATTACHMENT A-GROUP A / GROUP B PRICE SCHEDULE
HYDRANT AND ISOLATION VALVE MAINTENANCE AND REPAIR
REVISED 5.1.2020

10	Install new hydrant and (isolation) valve on existing typical 48" bury water main with 6"x6" wet tap.	2	EA	\$ 15,009.00	\$ 30,018.00
11	Install new hydrant and (isolation) valve on existing typical 48" bury water main with 6"x8" wet tap.	2	EA	\$ 15,082.00	\$ 30,164.00
12	Install new hydrant and (isolation) valve on existing typical 48" bury water main with 6"x10" wet tap.	2	EA	\$ 15,103.00	\$ 30,206.00
13	Install new hydrant and (isolation) valve on existing typical 48" bury water main with 6"x12" wet tap.	2	EA	\$ 15,136.00	\$ 30,272.00
14	Hydrant upper barrel repair	6	EA	\$ 350.00	\$ 2,100.00
15	Hydrant lower barrel repair	6	EA	\$ 600.00	\$ 3,600.00
16	Bonnet repair	6	EA	\$ 350.00	\$ 2,100.00
17	Line Stop 6"	2	EA	\$ 5,400.00	\$ 10,800.00
18	Line Stop 8"	2	EA	\$ 6,000.00	\$ 12,000.00

Group B - Valve Services Price Schedule

Group B - Valve Services Price Schedule

Item No.	Description	Annual Estimated Quantity	Unit	Unit Price	Total Offer
17	Valve maintenance (includes sub-foot GPS location).	1,566	EA	\$ 36.00	\$ 56,376.00
18	Replace existing 6" valve with resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction).	2	EA	\$ 5,726.00	\$ 11,452.00
19	Replace existing 8" valve with resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction).	2	EA	\$ 6,407.00	\$ 12,814.00
20	Replace existing 10" valve with resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction).	2	EA	\$ 7,602.00	\$ 15,204.00
21	Replace existing 12" valve with resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction).	2	EA	\$ 8,850.00	\$ 17,700.00
22	Replace existing 16" valve with resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction).	2	EA	\$ 12,570.00	\$ 25,140.00
23	Valve Box Risers 1"	2	EA	\$ 22.47	\$ 44.94
24	Valve Box Risers 1-1/2"	2	EA	\$ 24.34	\$ 48.68
25	Valve Box Risers 2"	2	EA	\$ 26.67	\$ 53.34
26	Valve Box Risers 3"	2	EA	\$ 31.37	\$ 62.74
27	Valve Box Risers 4"	2	EA	\$ 46.07	\$ 92.14
28	Valve Box Risers 6"	2	EA	\$ 54.50	\$ 109.00
Total Group A and B				\$ 202,140.42	\$ 584,648.84

Opened by: Jennifer Distear, Procurement Manager

Tabulation by: Lacey Lassiter, Procurement Analyst

Recommendation of Award: R&M Service Solutions

County Council Meeting Date: 6/16/2020

Reviewed and Approved by:

Pam Wilsky

Pam Wilsky, CPFB, CPRO
Director of Purchasing and Contracts



CONSENT AGENDA (ID # 3014)

DOC ID: 3014 A

Memorandum of Understanding (MOU) - Between the Windermere Police Department and the Holly Hill Police Department For the Participation Within the National Data Exchange (N-Dex) and the Florida Integrated Network for Date Exchange and Retrieval (FINDER)

DISCUSSION:

The Holly Hill Police Department currently uses several different information databases to gather information on suspects and stolen pieces of property. One of the databases that is currently used is the FINDER Information Database, which is frequently used to track potential suspects and pawned stolen property.

The FINDER database and much of the information utilized with the database is derived from information gathered from the National Data Exchange (N-DEx) System.

This agreement is a one-time agreement that allows the Holly Hill Police Department to share Criminal Justice Information with the Windermere Police Department as it is the Lead Criminal Justice Agency (LCJA) with respect to information shared within the N-DEx and FINDER data sharing platforms.

FISCAL

ANALYSIS:

There is no cost to associated with entering into this MOU with the Windermere Police Department to safe data in the N-DEx and FINDER date sharing platforms.

STAFF

RECOMMENDATION:

Approve the Holly Hill Police Department's entry into a MOU with the Windermere Police Department in its role as the LCJA for the N-DEx that is utilized in the FINDER Information Database.

COMMISSION

GOAL:

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water, and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

MOTION TO APPROVE THE HOLLY HILL POLICE DEPARTMENT'S ENTRY INTO A MOU WITH THE WINDERMERE POLICE DEPARTMENT IN ITS ROLE AS THE LCJA FOR THE N-DEX THAT IS UTILIZED IN THE FINDER INFORMATION DATABASE. ALLOW THE CHIEF OF POLICE TO SIGN AND EXECUTE THE MOU AGREEMENT.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE WINDERMERE POLICE DEPARTMENT
AND
THE HOLLY HILL POLICE DEPARTMENT FOR PARTICIPATION WITHIN
THE NATIONAL DATA EXCHANGE (N-DEX) AND THE FLORIDA INTEGRATED NETWORK
FOR DATA EXCHANGE AND RETRIEVAL (FINDER)

Attachment: Holly Hill PD to WPD (3014 : MOU - National Data Exchange (N-Dex))

SECTION I: INTRODUCTION

A. PARTIES TO THIS AGREEMENT

The parties to this agreement are the HOLLY HILL POLICE DEPARTMENT (“Participating Agency”) and the WINDERMERE POLICE DEPARTMENT (WPD) in its role as the “Lead Criminal Justice Agency” (LCJA) with respect to the access, use and contribution of data to the National Data Exchange (N-DEx) System by the Florida law enforcement agencies which participate in FINDER (“Participating Agencies”). Both parties have entered into Criminal Justice User Agreements with FDLE and are required to abide by the current FBI Criminal Justice Information System (CJIS) Security Policy (CSP) for access to state and national Criminal Justice Information (CJI) as defined by the CSP.

B. N-DEx AND CJIS BACKGROUND

The FBI’s Law Enforcement N-DEx is a national law enforcement and criminal justice information sharing system designed to assist agencies nationwide in solving crime and fighting terrorism. Access to N-DEx is restricted to Criminal Justice Agencies.

The N-DEx Policy and Operating Manual (“N-DEx Policy Manual”) provides the minimum set of policy and procedural requirements for participating in N-DEx. The current version of the N-DEx Policy Manual is numbered 5.0, dated September 21, 2018, but may be amended by the FBI CJIS Advisory Policy Board (APB), in which event the latest version is controlling.

Security requirements for participation in N-DEx are found in the FBI CJIS Security Policy version 5.7 (August 16, 2018) (“CJIS Security Policy”), but may be amended by the FBI CJIS Advisory Policy Board (APB), in which event the latest version is controlling, and with which all participating agencies and users must comply. Copies of both Policies are attached to this agreement (see Appendix A).

C. BACKGROUND AND EXPLANATION OF WPD’s ROLE AS LEAD CRIMINAL JUSTICE AGENCY (LCJA)

N-DEx is managed by the FBI CJIS Division under a long-standing “shared management” partnership with the states’ Criminal Justice Information Services (CJIS) Systems Officers (CSO). Under this shared management concept, the state governments, through the CSOs, are responsible for implementing, managing, and auditing compliance with the N-DEx policy requirements by participating agencies and users within their states. Accordingly, the CSOs work directly with regional information sharing systems and lead criminal justice agencies, such as WPD, to assure that the submission, access and use of data within N-DEx satisfies the standards established by the N-DEx Policy Manual and the FBI CJIS Security Policy.

The N-DEx Policy Manual permits the CSO, while retaining responsibility for management of participation in N-DEx within his or her state, to delegate certain functions to single agencies or regional information sharing systems. Consequently, the WPD has entered into an agreement with Florida’s CSO regarding the contribution of data and access to N-DEx by FINDER’s participating agencies.

It is the intent of the “Agreement between Florida Department of Law Enforcement, Criminal Justice Information Systems Officer, and the Windermere Police Department for Contribution of FINDER Data and Access to N-DEx” (hereinafter the “LCJA Agreement”) that:

1. By way of memorandum of understanding (MOU), WPD will assure that all Participating Agencies are familiar with the requirements of the LCJA Agreement between WPD and the CSO, and that Participating Agencies understand that they must comply with all present and future requirements of the N-DEx Policy Manual and the FBI CJIS Security Policy, and with FDLE CJIS, in the Participating Agency’s submission, access, and use of N-DEx information. The MOU will supplement, but not supersede, the existing CJIS User Agreement between the CSO and Participating Agencies.
2. Participating Agencies will access N-DEx records directly through FINDER and submit their contributing data to N-DEx via FINDER and through a Florida Regional InX project.

SECTION II: WPD and PARTICIPATING AGENCY OBLIGATIONS

A. WPD’s OBLIGATIONS AS LEAD CRIMINAL JUSTICE AGENCY (LCJA)

Pursuant to the LCJA Agreement, WPD accepts specific and delegated responsibilities to oversee N-DEx contributions and access via FINDER by Participating Agencies. These responsibilities include:

1. As designated lead agency, WPD shall:
 - a. Maintain a list of vendor employees having unescorted logical or physical access to CJI;
 - b. Submit fingerprint-based background checks as required by the CJIS Security Policy for each vendor employee and will retain the fingerprint record for comparison against future arrests;
 - c. Will promptly make notification in the event of an arrest of a vendor employee or any event resulting in denial of access by the FDLE CSO;
 - d. Ensure each vendor employee has completed the appropriate level of security awareness training;
 - e. Incorporate the Security Addendum in the contract between WPD and LETTR/FINDER and maintain the certification page for each vendor employee;
 - f. Maintain documents required for audit purposes.
2. By way of memorandum of understanding (MOU), assure that all Participating Agencies are familiar with the requirements of the Agreement between WPD and the CSO, and that Participating Agencies understand that they must comply with all present and future requirements of the N-DEx Policy Manual and CJIS Security Policy in their submission, access, and use of N-DEx information.
3. Limit participation in N-DEx to those law enforcement agencies possessing 9th character ORIs of 0 - 9 (numeric values), e.g., police, sheriff, etc., as prescribed in the N-DEx Policy Manual. If access is requested by an agency not meeting the above-mentioned requirements, access shall not be granted until the CSO has been notified and approval has been granted.

4. By way of MOU, require that Participating Agencies conduct an annual audit of all of their users of N-DEx to include confirming that those users are eligible to participate in N-DEx; and notify the CSO of all users, upon request or as needed to maintain currency and completeness of the list of users.
5. By way of MOU, require each Participating Agency to designate and notify WPD and the CSO of an N-DEx Agency Coordinator (NAC), who will serve as the Participating Agency's point of contact for matters relating to N-DEx, including monitoring the Participating Agency's compliance with N-DEx system policies, as identified herein. The Participating Agency may change its NAC at any time, but must notify WPD and the CSO in writing of the change. WPD shall maintain a current listing of all NACs within its region.
6. Ensure that FINDER captures N-DEx users' activities ("logging") and will prepare reports upon the request of the CSO and/or FBI N-DEx Program Office regarding N-DEx transaction reports processed through FINDER (see Section III, C., N-DEx Logging).
7. Upon discovery of any misuse of information (including but not limited to unauthorized or improper access, use, or dissemination) by any users or Participating Agencies granted access to the N-DEx records, WPD will notify the CSO and the relevant Participating Agency's NAC so that appropriate remedial or disciplinary action may be taken. Sanctions for misuse of the records may include denial of access to the records, as well as other penalties established by law.
8. By way of MOU, WPD will require the Participating Agencies to assure that only users who have been authorized to access N-DEx records do so; that persons no longer needing or authorized access to the records for any reason (including but not limited to position change, disciplinary action, or termination) are denied access; and that the WPD be notified of N-DEx user changes at the Participating Agency.
 - a. Participating Agencies are required to conduct a fingerprint-based criminal history record check on specified persons with access to N-DEx under the same submission and screening criteria as used for access to Criminal Justice Information under the CJIS Security Policy. If an appropriate fingerprint-based criminal history record check has already been accomplished for access to NCIC/FCIC/III, N-DEx eligibility may be determined by the CSO from the results of that previous check.
 - b. The Participating Agency shall notify WPD, who shall notify the CSO, when a current or potential user is found to have an arrest history, to include all pertinent circumstances. Granting or denying access is the responsibility of the CSO, as provided in the CJIS Security Policy. Guidelines for carrying out this responsibility may be accessed on the CJNet under the CJIS Resource Center.

9. WPD shall assure that all users (persons having physical or logical access) are trained biennially on N-DEx policies and requirements, as identified herein, emphasizing data use restrictions.
 - a. Such training will include, at a minimum, the N-DEx Policy computer-based training (CBT) module provided to WPD by the CSO or training may be given by incorporating the requirements of the CBT module into existing training.
 - b. Should additional training requirements be established by the FBI CJIS APB, the CSO and WPD will cooperate in fulfilling such requirements.
 - c. Appropriate basic security awareness training shall be required for all FINDER users having access to N-DEx. If a user has successfully completed CJIS FCIC certification, as determined by the CSO, this may substitute for the basic security awareness training. This training will be a biennial requirement.
 - d. WPD agrees to maintain and provide a list of persons who have been trained, and any other relevant reports related to training, upon request of the CSO or N-DEx Program Office.

B. PARTICIPATING AGENCY OBLIGATIONS

1. The Participating Agency agrees to comply with all present and future requirements of the N-DEx Policy Manual and CJIS Security Policy in their submission, access, and use of N-DEx information.
2. The Participating Agency will ensure that only users who have been authorized to access N-DEx records are able to do so; that persons no longer needing or authorized access to the records for any reason (including but not limited to position change, disciplinary action, or termination) are denied access; and that the WPD be notified of N-DEx user changes at the Participating Agency.
 - a. The Participating Agency agrees to conduct a fingerprint-based criminal history record check on specified persons with access to N-DEx as described in Section II. A. 8., above.
 - b. The Participating Agency agrees to notify WPD when a current or potential N-DEx user is found to have an arrest history, as described in Section II. A. 8., above.
3. The Participating Agency will ensure that all users (persons having physical or logical access) are trained biennially on N-DEx policies and requirements, as described in Section II. A. 9., above.

4. The Participating Agency agrees to designate and notify WPD and the CSO of an N-DEX Agency Coordinator (NAC), who will serve as the Participating Agency's point of contact for matters relating to N-DEX, including monitoring the Participating Agency's compliance with N-DEX system policies, as identified herein. The Participating Agency may change its NAC at any time, but must notify WPD and the CSO in writing of the change.

The NAC will be responsible for the following functions, as identified in the N-DEX Policy Manual and required by the CSO:

- a. Supervisory authority over the operation of N-DEX at the Agency
- b. Training on N-DEX policies
- c. Authorized use/dissemination of N-DEX information
- d. Attending and participating in the N-DEX audit process
- e. Maintaining agency-level records pertaining to N-DEX users and notifying the CSO of any changes
- f. Reporting violations or incidents of attempts to compromise N-DEX, FINDER, or information contained within the systems immediately to WPD and the CSO.
- g. Assuring completion of fingerprint based criminal history checks on all N-DEX users and notifying the CSO if an arrest history is found.
- h. Assuring along with the Agency Source Data Administrator (SDA), as described in the N-DEX Policy Manual, that the configurable information sharing controls are set according to Agency requirements.
- i. Assuring Agency adherence to the N-DEX Policy Manual, CJIS Security Policy, and this Agreement.

SECTION III: ACCESS, DISCLOSURE, AND USE OF N-DEX INFORMATION

A. N-DEX USE – GENERALLY

Participating Agency may access N-DEX records through FINDER under this Agreement only for the purposes specified in the Acceptable Use section of the N-DEX Policy Manual. All search requests to N-DEX shall have the appropriate use codes selected when searching N-DEX. Dissemination and use of information in the N-DEX system are governed by the restrictions set out in the User Identifier Requirement section of the N-DEX Policy Manual.

For data shared with the FBI's National Data Exchange (N-DEX) system, contributing agencies will, unless otherwise authorized as provided herein, use the version of the FBI ORI Sharing Template in use by the State of Florida, which restricts full data access to law enforcement agencies only, and provides "pointer" information to other criminal justice entities (i.e., an indication that information is held by a contributing agency, but not the content of that information). Contributing Agencies will retain full control over access to their data within N-DEX and have the ability to configure additional access restrictions via the FBI ORI Sharing Template. If a contributing agency prefers to modify the FBI ORI Sharing Template with respect to access restrictions of the Agency's data stored in N-DEX, access to the Template for that purpose will be granted by contacting the N-DEX Program Office at the FBI.

B. USE FOR CRIMINAL JUSTICE EMPLOYMENT SCREENING

Participating agencies may use N-DEx to conduct criminal justice employment background checks, including the screening of employees or applicants of other agencies over which participating agencies maintain management control, provided the correct use code “J” is selected and the User follows official FBI CJIS policy regarding Notice and Consent, Redress and Use Code J, as explained in the N-DEx Policy Manual. Specific requirements associated with the use of N-DEx to conduct criminal justice employment background checks are detailed in Appendix B.

C. N-DEx LOGGING

1. The N-DEx system monitors successful and unsuccessful N-DEx logon attempts, file access, correlations, and type of transaction, regardless of the means of access.
2. WPD will prepare reports upon the request of the CSO and/or FBI N-DEx Program Office regarding N-DEx transaction reports processed through FINDER. All transaction files shall be protected to prevent unauthorized changes or destruction.
3. The “Search Reason” for all N-DEx searches must be entered and will be captured by FINDER and provided in transaction reports.
4. If a query is performed on behalf of another user or Participating Agency, the unique information associated with the request for assistance shall be captured by FINDER in the transaction report, and provided to the CSO upon request.
5. FINDER will capture both the user and the receiving agency identity as a result of the sign-on User ID and user’s assigned Agency ORI. The data entered in these fields will be reviewed as part of the triennial FDLE CJIS audit to assess compliance with standards for appropriate use and dissemination of N-DEx information.

D. AUDITING

The FBI will include N-DEx system use audits in its triennial audits of FDLE as the CJIS Systems Agency (CSA). In addition, FDLE will include N-DEx audits in its normal triennial CJIS audits of each participating agency.

1. Both the FBI CJIS Division and the CSO may audit N-DEx use through FINDER at the agency and regional level. In addition, the FBI CJIS Division and the CSO may review any available WPD Self-Audit Reports as a further means of auditing compliance with N-DEx policies and requirements.
2. All such audits of N-DEx access through FINDER will be “system use” audits to assess the Participating Agency’s understanding of and compliance with N-DEx policies and requirements, as well as that of WPD. The audits may also review the frequency of submissions of data to N-DEx. Such N-DEx audits will not include data quality (e.g., completeness and accuracy) reviews for records contributed to N-DEx by the Participating Agency. Rather, the CSO expects WPD and FINDER will conduct periodic data quality reviews.

SECTION IV: EFFECTIVE DATE/DURATION/TERMINATION

A. EFFECTIVE DATE

This MOU shall become effective when signed by the duly authorized representatives of the Participating Agency and the Windermere Police Department.

B. DURATION

This MOU shall continue in force indefinitely for so long as it continues to advance the Parties' purposes, contingent upon approval and availability of necessary funding.

C. TERMINATION

At any time either Party may provide ninety (90) calendar days' prior written notice to the other of its intent to withdraw from this MOU.

SECTION V: NOTICE AND CONTACT

- A. All notices provided under or pursuant to this MOU shall be in writing, delivered either by hand-delivery; by email with read receipt requested; or by first class, certified mail, return receipt requested, to the representatives identified below at the addresses set forth below.
- B. The name and address of WPD's representative responsible for the administration of this MOU is:

Name:	Chief David Ogden
Address:	Windermere Police Department
	620 Main Street
	Windermere, FL 34786
Email:	N-DEXSupport@town.windermere.fl.us

The name and address of the representative of the Participating Agency responsible for the administration of this MOU is:

Name:	Stephen K. Aldrich
Address:	1065 Ridgewood Avenue
	Holly Hill, FL 32117
Email:	saldrich@hollyhillfl.org

SECTION VI: SIGNATORY PAGE

TERMS AND CONDITIONS OF THIS MOU AGREED TO BY:

THE WINDERMERE POLICE DEPARTMENT:

Signature:



Date:

June 6, 2019

Name:

David Ogden

Title:

Chief of Police

THE PARTICIPATING AGENCY:

Signature:

Date:

Name:

Stephen K. Aldrich

Title:

Chief of Police

Agency:

HOLLY HILL POLICE DEPARTMENT

Attachment: Holly Hill PD to WPD (3014 : MOU - National Data Exchange (N-Dex))

APPENDIX A POLICY MANUALS

The current version of the **N-DEx Policy and Operating Manual** is Version 5.0 dated September 21, 2018, but may be amended by the FBI CJIS Advisory Policy Board, in which event the latest version is controlling.

See <https://www.fbi.gov/file-repository/policy-and-operating-manual.pdf/view>

The current version of the **FBI CJIS Security Policy** is Version 5.7 dated August 16, 2018, but may be amended by the FBI CJIS Advisory Policy Board, in which event the latest version is controlling.

See <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>

To request a paper or PDF copy of either or both manuals, please direct an email to:

N-DEXSupport@town.windermere.fl.us

APPENDIX B

USE OF N-DEX FOR CRIMINAL JUSTICE EMPLOYMENT SCREENING

For agencies using N-DEX to conduct Criminal Justice Employment Screening, one of the following statements, at a minimum, must appear on the User's Notice and Consent form to the applicant for employment:*

Notice and Consent:

General Statement:

The [Participating Agency's] acquisition, retention, and sharing of information related to your employment application is generally authorized under 28 C.F.R. section 20.33 and F.S. s. 943.053(3) (a) and Ch. 119. The purpose for requesting this information is to conduct a complete background investigation pertaining to your fitness to serve as a [employee type]. This background investigation may include inquiries pertaining to your [employment], [education], [medical history], [credit history], [criminal history] and any information relevant to your character and reputation. By signing this form, you are acknowledging that you have received notice and have provided consent for [Participating Agency] to use this information to conduct such a background investigation, which may include the searching of [N-DEX], [criminal justice databases], [private databases], and [public databases].

Specific N-DEX Statement:

I authorize any employee or representative of [Participating Agency] to search N-DEX to obtain information regarding my qualifications and fitness to serve as a [employee type]. I understand that N-DEX is an electronic repository of information from federal, state, local, tribal, and regional criminal justice entities. This national information sharing system permits users to search and analyze data from the entire criminal justice cycle, including crime incident and investigation reports; arrest, booking, and incarceration reports; and probation and parole information. This release is executed with full knowledge, understanding, and consent that any information discovered in N-DEX may be used for the official purpose of conducting a complete employment background investigation. I also understand that any information found in N-DEX will not be disclosed to any other person or agency unless authorized and consistent with applicable law. I release [Participating Agency] from any liability or damage that may result from the use of information obtained from N-DEX.

Redress:

If employment is denied solely due to information obtained from N-DEX, and the applicant challenges the accuracy or completeness of those records, Participating Agency (the denying agency) shall provide the applicant with the contact information of the agency contributing (owning) the information underlying the decision to deny. After receiving a written request from the applicant challenging the accuracy or completeness of the record used to deny employment, the contributing (record-owning) agency shall then review the relevant information and advise the applicant in writing whether it has confirmed the accuracy or completeness of its records or whether the records will be corrected. If the applicant does not receive a response from the contributing (record-owning) agency within 30 days from the date of the applicant's written request, the applicant may contact the FBI CJIS Division N-DEX Unit, 1000 Custer Hollow Rd, Clarksburg, WV 26306. The FBI shall forward the challenge to the contributing (record-owning) agency for verification or correction. The contributing (record-owning) agency shall then review the relevant information and advise the applicant in writing whether it has verified its records or whether the records will be corrected. Agencies should inform applicants of the applicant's responsibility to provide any corrected information to the Participating Agency (denying agency)

that may assist the contributing (record-owning) agency in its research on behalf of the applicant.

An applicant wishing to challenge the accuracy or completeness of his or her Florida criminal history record, if one exists, may also use the procedures for personal review set forth in F.S. s. 943.056 and F.A.C. Rule 11C-8.001.

Use Code "J":

All use of N-DEx for criminal justice employment background investigations shall require Use Code "J." Agencies that contribute records to N-DEx shall be permitted and enabled to reject Use Code "J" requests. When N-DEx is searched as part of a criminal justice employment background investigation, the fact that the search was conducted must be documented in the applicant's file. If information accessed through N-DEx is viewed and used during the criminal justice employment background investigation, the Participating Agency must document in the applicant's file: (1) that the Participating Agency (requesting agency) received advanced authorization for the use of the information for employment purposes from the contributing (record-owning) agency and (2) that the Participating Agency (requesting agency) has confirmed the accuracy of the information with the contributing (record-owning) agency.

*Items in brackets may be filled in or deleted as appropriate.



CONSENT AGENDA (ID # 3013)

DOC ID: 3013 A

Memorandum of Understanding (MOU) - Between Law Enforcement Technology, Training & Research and the Holly Hill Police Department for the Usage of The FINDER Database System for FY 2020-2021

DISCUSSION:

The Holly Hill Police Department currently uses several different information databases to gather information on suspects and stolen pieces of property. One of the databases that is currently used is the FINDER Information Database, which is frequently used to track potential suspects and pawned stolen property.

The FINDER database has been developed and operated by the Center for Law Enforcement Technology, Training, and Research (LETTR). Annually, the Center for Law Enforcement Technology, Training, and Research requests a Memorandum of Understanding (MOU) with each of the participating agencies to ensure compliance with all set standards.

This agreement will expire on September 30, 2021.

FISCAL

ANALYSIS:

There is no cost to utilize the FINDER Information Database this year since the City of Holly Hill has received a waiver for all program expenses.

STAFF

RECOMMENDATION:

Approve the Holly Hill Police Department's entry into a MOU with the Center for Law Enforcement Technology, Training, and Research (LETTR) for the utilization of the FINDER Information Database.

COMMISSION

GOAL:

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water, and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

MOTION TO APPROVE THE HOLLY HILL POLICE DEPARTMENT'S ENTRY INTO A MOU WITH THE CENTER FOR LAW ENFORCEMENT TECHNOLOGY,

**TRAINING, AND RESEARCH (LETTR) FOR THE UTILIZATION OF THE FINDER
INFORMATION DATABASE.**

MEMORANDUM OF UNDERSTANDING (FLORIDA)

This Memorandum of Understanding (MOU) is made by and between the Center for Law Enforcement Technology, Training & Research, Inc., a not-for-profit Florida corporation with principal offices located at:

The Center for Law Enforcement Technology, Training & Research, Inc.
3452 Lake Lynda Drive, Suite 190
Orlando, FL 32817
(407) 545-3730

hereinafter referred to as "LETTR" and the:

Holly Hill Police Department
1065 Ridgewood Avenue
Holly Hill, FL 32117

hereinafter referred to as "AGENCY." AGENCY's designated contacts are as follows:

Law Enforcement Point of Contact: Stephen K. Aldrich

Contact Phone: 386-248-9494

Contact email: saldrich@hollyhillfl.org

Information Technology Point of Contact: Scott Gutauckis

Contact Phone: 386-248-9459

Contact email: sgutauckis@hollyhillfl.org

Public Records Custodian/RMLO: Jeff Miller

Contact Phone: 386-248-9488

Contact email: jmiller@hollyhillfl.org

AGENCY agrees to notify LETTR in writing if there are any changes to the above contacts.

A. The Center for Law Enforcement Technology, Training & Research, Inc.

LETTR was established as a 501(c)(3) non-profit in 2007 to consolidate resources and to maintain and protect intellectual property associated with the FINDER® law enforcement information sharing system. FINDER was initially built by Florida law enforcement agencies and the University of Central Florida as the Florida Integrated Network for Data Exchange and Retrieval, but has since expanded into other states and is integrated with other systems such as the FBI's N-DEx and NCIS' LInX. As used herein, and where applicable, the term "FINDER" shall include the FINDERpaw system if utilized by the AGENCY.

B. Purpose and Term of this MOU

The purpose of this MOU is to set forth the terms and conditions under which LETTR will provide FINDER service to the AGENCY for the period of October 1, 2020, through September 30, 2021. The provisions of this MOU which govern AGENCY's use of FINDER will remain in effect beyond the expiration of this MOU should AGENCY continue utilizing the FINDER system for any period of time not covered by a subsequent MOU.

C. Performance Under this MOU by LETTR

For the period of this MOU, LETTR agrees to:

1. Provide technical support for versions of the FINDER application that are deployed to AGENCY during the period of this MOU.
2. Develop and/or modify “parsers” necessary to ensure connectivity between AGENCY and the FINDER system.
3. To the extent permitted by LETTR’s resources as determined by LETTR in its sole discretion, with due consideration to any recommendations by the Florida Law Enforcement Data Sharing Consortium (“Consortium”), LETTR will develop and deploy enhancements to the FINDER system that address public safety needs.
4. To the extent permitted by LETTR’s resources as determined by LETTR in its sole discretion, with due consideration to any recommendations by the Consortium, LETTR will assist AGENCY with information sharing needs that may or may not be directly related to FINDER.
5. Pursuant to the Bylaws of the Consortium, AGENCY may appoint one member and one alternate to the Steering Committee of the Consortium. Unless AGENCY instructs LETTR otherwise, AGENCY’s representative on the Steering Committee will be the Law Enforcement Point of Contact listed on page 1 hereof. Said representative will receive notification of all Consortium meetings and other issues of importance to the membership.
6. Public Record of Agreement
 - a. LETTR shall comply with the Florida public records laws found in Chapter 119 of the Florida Statutes and, as specifically required by F.S. 119.0701(2)(b), LETTR will: “(1) Keep and maintain public records required by the public agency to perform the service; (2) Upon request from the public agency’s custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law; (3) 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 public agency; and (4) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.”

Should LETTR fail to comply with the public records laws, AGENCY may immediately terminate this agreement by delivering a written notice of termination to LETTR at the address specified on page 1 hereof.

- b. The public records referred to in this section consist of copies of this MOU and correspondence relating to the MOU.

- c. **IF THE CONTRACTOR (LETTR) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THEY WILL CONTACT THE AGENCY'S CUSTODIAN OF PUBLIC RECORDS SPECIFIED ON PAGE 1 HEREOF.**

7. LETTR shall abide by all aspects of the FBI's CJIS Security Policy referenced in D.1. below and the CJIS Security Addendum attached thereto, as either may be amended from time to time.

D. Performance Under this MOU by AGENCY

For the period of this MOU, AGENCY agrees that:

1. AGENCY must follow the current U. S. Department of Justice Criminal Justice Information Security Policy which can be found at <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>. The current version is 5.9 dated June 1, 2020, and named CJISD-ITS-DOC-08140-5.9.
2. AGENCY's use of FINDER is contingent upon the AGENCY retaining authorized access to Florida's Criminal Justice Network (CJNet). The AGENCY's access to CJNet is governed by the Criminal Justice User Agreement between the AGENCY and the Florida Department of Law Enforcement (FDLE).
3. AGENCY's use of FINDER must follow, where applicable, the requirements established in the CJNet User Agreement. These requirements include, but are not limited to:
 - a. Use of the FINDER system is restricted to the administration of criminal justice or as otherwise specifically authorized or required by law. AGENCY will allow only properly screened, authorized personnel to have access to information contained within the FINDER system.
 - b. It is the responsibility of the AGENCY to ensure that access to FINDER is for authorized purposes only and to regulate proper access to and use of the system and information at all times.
 - c. The AGENCY will disseminate information derived from FINDER only to criminal justice agencies and only for criminal justice purposes. Criminal justice purposes include criminal justice employment screening. Records contained in FINDER must be verified with and documented by the contributing agency.
4. AGENCY is only authorized to provide FINDER access to their own personnel. Requests from other agencies for a FINDER user account, including for multi-agency task forces, should be referred to support@lettr.org. However, if AGENCY hosts other agencies on their RMS and/or CAD system, AGENCY may permit authorized personnel from such hosted agency to access AGENCY's FINDER server provided such hosted agency also has a current MOU with LETTR.
5. AGENCY is responsible for ensuring that records subject to orders for expungement or sealing are appropriately removed from AGENCY's FINDER server and other data sharing systems.
6. AGENCY's use of FINDER must follow specific requirements that were developed by LETTR in conjunction with the Consortium. These requirements are:
 - a. The AGENCY shall permit LETTR personnel to conduct inquiries with regard to any alleged or potential security violations, as well as for routine audits. AGENCY personnel should be on notice that the FINDER system logs every query.
 - b. AGENCY will permit LETTR personnel to access AGENCY's local FINDER server (via secure remote connection) as necessary for FINDER updates and/or troubleshooting.

- c. Any public records request made to the AGENCY pursuant to Chapter 119, F.S. for information from the FINDER system will be forwarded to the law enforcement agency that is the original contributor of the information to the FINDER system. Any request to the AGENCY from another law enforcement agency for information obtained from the FINDER system will be treated as exempt pursuant to Section 119.071(2)(c)2a. It is understood and acknowledged, however, that to the extent the AGENCY is required to disclose any documents or related information pursuant to Chapter 119, F.S., nothing herein shall prohibit it from so doing.
 - d. An Agency reporting or classifying an individual as a criminal gang member, criminal gang associate, sexual predator, sexual offender or any other type of offender or defined association within FINDER is solely responsible to ensure the individual meets the statutory definition thereof.
7. LETTR is not responsible for the acquisition, maintenance, operation or repair of AGENCY's workstations or servers, or for supplies or software licensing therefor; or for AGENCY's personnel costs related to the use of FINDER.

E. Data Ownership; Accuracy; Security

1. AGENCY retains sole ownership of, exclusive control over, and sole responsibility for the information it contributes and may at any time update or correct any of its information in FINDER, or delete some or all of AGENCY's data from FINDER or any other data sharing system connected to FINDER.
2. Information submitted by AGENCY will not be altered or changed in any way except by AGENCY or with AGENCY's express written consent. AGENCY controls which of its personnel have access to the "Data Expunge Utility" in FINDER.
3. All records in FINDER will be clearly marked to identify which law enforcement agency contributed the data. Records must be verified by the contributing agency before using the information for affidavits, subpoenas, warrants or any other purpose.
4. LETTR has been directed by FDLE to share AGENCY's records with NCIS's Law Enforcement Information Exchange (LInX), a national data sharing system exclusively for law enforcement. By separate MOU (see J.2. hereof), LETTR may also share AGENCY's records with, and provide access to, the FBI's National Data Exchange (N-DEX). If AGENCY does not wish to share and receive data nationally via the FINDER system, AGENCY must notify LETTR at the time of execution of this MOU.
5. The data provided by the AGENCY is never owned by LETTR, other data sharing systems, third party vendors or government organizations. No agreement entered into by LETTR on behalf of the AGENCY to share data with a national system will transfer ownership of AGENCY's data to any other party.
6. Each party agrees to use the same degree of care in protecting information accessed under this MOU as it exercises with respect to its own sensitive information. Each party agrees to take appropriate corrective administrative and/or disciplinary action against any of its personnel who misuse the FINDER system as if it were an abuse of their own sensitive information systems.

F. Liability

1. AGENCY understands that LETTR, its officers, and employees shall not be liable in any claim, demand, action, suit or proceeding, including, but not limited to, any suit in law or in equity, for damages by reason of, or arising out of, any false arrest or imprisonment or for any loss, cost, expense or damages resulting from or arising out of the acts, omissions or detrimental reliance of the personnel of the AGENCY in entering, removing or relying upon information transmitted through FINDER.

2. To the extent provided by law, the AGENCY agrees to be responsible for the negligent acts or omissions of its personnel arising out of or involving any information contained in, received from, entered into or transmitted through FINDER. Nothing herein shall be construed to be a waiver of sovereign immunity.
3. To the extent provided by law, LETTR agrees to be responsible for the negligent acts or omissions of its personnel arising out of their programming services or involving any information contained in, received from, entered into or transmitted through FINDER.
4. LETTR acknowledges that it has the right to conduct the foregoing services and, to the best of its knowledge, the activities hereunder do not conflict with any duties or obligations of LETTR to any other agency, entity or third party. LETTR makes no representations or warranties, expressed or implied, regarding its performance under this MOU including, but not limited to, the marketability, use or fitness for any particular purpose of the services or non-infringement of rights pursuant to the provision of services under this MOU. LETTR is not liable for any direct, indirect, consequential, special or other damages suffered by AGENCY as a result of AGENCY's use of LETTR's services, unless there is a showing of gross negligence or willful misconduct on behalf of LETTR.

G. Patents; Copyrights; Intellectual Property

1. Except to the extent that other provisions are made by law or governing administrative authority, ownership of patents, copyrights, software or intellectual property of any type that result from LETTR's performance under this MOU, including, but not limited to, all FINDER applications, upgrades and parsers, will remain with LETTR.
2. AGENCY shall have a nonexclusive, nontransferable, non-commercial, royalty-free license, without right to sublicense, for the effective period of this MOU, for the FINDER software application and all software developed by LETTR on AGENCY's behalf.

H. Termination

1. Either Party may terminate this MOU at any time by giving thirty (30) days written notice to the other party. If termination is exercised by AGENCY, LETTR is not obligated to refund any monies previously paid to LETTR by AGENCY or on AGENCY's behalf.
2. LETTR may terminate this MOU immediately, without advance notice, in the event AGENCY breaks any obligation hereunder. LETTR is not obligated to refund any monies previously paid to LETTR by AGENCY or on AGENCY's behalf.
3. Upon termination of this MOU for any reason, AGENCY's license in and to FINDER applications and related intellectual property shall immediately cease.

I. Payment

LETTR receives a Homeland Security Grant subsidy for maintenance of FINDER data-sharing services provided to agencies located in Regional Domestic Security Task Force Region 5. Region 5 agencies are asked to support continuing FINDER development and enhancements (e.g., FINDERpaw) in accordance with the subscription fee schedule established by the Consortium in 2003. However, LETTR has waived the \$2,500.00 fee for AGENCY for this MOU term, so there is no payment due at this time.

J. Related Agreements

The following agreements also impact AGENCY's use of the FINDER data sharing system:

1. Agreement between Florida Department of Law Enforcement, Criminal Justice Systems Officer, and the Windermere Police Department for Contribution of FINDER Data and Access to N-DEx (copy available upon request); and
2. Memorandum of Understanding between the Windermere Police Department (WPD) and the Holly Hill Police Department for Participation within the National Data Exchange (N-DEx) and the Florida Integrated Network for Data Exchange and Retrieval (FINDER).

K. Amendments

This MOU may only be amended by written mutual agreement of authorized representatives from LETTR and AGENCY.

L. Assignment

Neither party may assign this MOU without the prior written consent of the other party.

M. Governing Law

This MOU is to be governed and construed in accordance with the laws of the State of Florida and all applicable Federal statutes and regulations.

N. Attorneys' Fees

In the event it becomes necessary for either party to enforce any of the terms of this MOU, the prevailing party shall be entitled, in addition to such damages or other relief as may be granted, to recover reasonable attorneys' fees and costs, such attorneys' fees to include those incurred in connection with any actual or intended mediation, arbitration, trial or appeal.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this MOU to be executed and effective as of the date indicated below.

 _____ For LETTR Ernie Scott Executive Director	8/13/2020 _____ Date	_____ For AGENCY (signature) _____ Print Name _____ Title	_____ Date
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**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Agenda Item**

6.1

MEETING DATE: September 9, 2020
FROM: Stella Gurnee
SUBJECT: Auditor Selection
NUMBER: (ID # 3022)
APPLICANT:
PLANNER:

DISCUSSION:

On June 23, 2020 by resolution 2020-R-28, The City Commission appointed an audit selection review committee pursuant to Florida Statute Section 218.391. The appointed committee members were as follows:

John Penny, Vice Mayor City of Holly Hill
Bridgette King Vaissiere, Finance Director City of Edgewater
Laurie L. Taylor, CDFA™, Anchor Certified Planners Group
Troy Thomas, Holly Hill Liberty Tax

The purpose and intent of the audit committee is to be an advisory committee to assist the City Commission in the selection of an auditor to perform the annual financial audit required by Florida Statute Section 218.39.

Pursuant to Resolution 2020-R28 The Audit committee performed the following actions:

- (a) Establish factors to use for the evaluation of audit services to be provided by a certified public accounting firm duly licensed under chapter 473 and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. Such factors shall include, but are not limited to, ability of personnel, experience, ability to furnish the required services, and such other factors as may be determined by the committee to be applicable to its particular requirements.
- (b) Publicly announce requests for proposals. Public announcements must include, at a minimum, a brief description of the audit and indicate how interested firms can apply for consideration.
- (c) Provide interested firms with a request for proposal. The request for proposal shall include information on how proposals are to be evaluated and such other information the committee determines is necessary for the firm to prepare a proposal.
- (d) Evaluate proposals provided by qualified firms. If compensation is one of the factors established pursuant to paragraph (a), it shall not be the sole or predominant factor used to evaluate proposals.

- (e) Rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to paragraph (a). If fewer than three firms respond to the request for proposal, the committee shall recommend such firms as it deems to be the most highly qualified.

By direction of the Audit Committee the Request for Proposal (RFP) 20-FIN-002 Annual Independent Audit Services was published on June 25, 2020 with addendum 1 published July 13, 2020 and addendum 2 published on July 17, 2020. The City received five (5) responses to the bid at the published bid opening on July 22, 2020 at 14:00 pm. The firms that submitted proposals are as follows:

Berman Hopkins
 Cherry Bekaert
 CRI (Carr, Riggs & Ingram)
 James Moore & Co.
 McDirmit Davis

On August 13, 2020 the Committee met at 13:30 pm To evaluate and rank the firms. The Committee evaluation was based on the published evaluation criteria and graded points under the following categories:

Experience and Expertise (50 points)
 Audit approach (20 points)
 Fee proposal (25 points)
 Local vendor preference (5 points)

The Committee ranked the top three firms as follows:

1. James Moore & Co.
2. CRI (Carr, Riggs & Ingram)
3. McDirmit Davis

FISCAL

ANALYSIS:

The Audit is a budgeted item on an annual basis.

STAFF

RECOMMENDATION:

N/A

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that

establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

MOTION:

The City of Holly Hill Commission approves the audit committee's recommendation and enters into auditing services contract with the firm of James Moore & Co.

- RFP2020-FIN002_Annual_Independent_Audit_Services (PDF)
- RFP_20-FIN-02_Addendum_No_1 (PDF)
- RFP_20-FIN-02_Addendum_No_2 (PDF)
- City of Holly Hill_2020-James Moore (PDF)
- City of Holly Hill FINAL-CRI (PDF)
- 2020 HOLLY HILL PROPOSAL-McDirmitt Davis (PDF)
- RFP 2020-FIN-002-Berman Hopkins (PDF)
- Holly Hill 2020 Proposal - FINAL-Cherry Bekaert(PDF)
- RFP 2020-FIN-02 Audit Selection Committee individual grading & summary ranking sheets (PDF)

City of Holly Hill

1065 Ridgewood Ave
Holly Hill, Florida 32117 Telephone (386) 248-9427
Fax (386) 248-9458



REQUEST FOR PROPOSALS

RFP TITLE: **ANNUAL INDEPENDENT AUDIT SERVICES**
RFP NUMBER: **2020-FIN-002**
RFP DUE DATE & TIME: **July 22, 2020 at 2:00 P.M.**
RFP OPENING LOCATION: **Holly Hill City Hall Room 227, 1065 Ridgewood Ave,
Holly Hill, FL 32117**
PRE-PROPOSAL MEETING DATE & TIME: **None**

Attachment: RFP2020-FIN002_Annual_Independent_Audit_Services (3022 : Auditor Selection)

CITY OF HOLLY HILL
NOTICE TO PROPOSERS
BID NO. RFP 2020-FIN-002

NOTICE IS HEREBY GIVEN that the City of Holly Hill is accepting sealed proposals at the City Hall by the City Clerk, 1065 Ridgewood Ave, Holly Hill, Florida, until 2:00 p.m. on Wednesday, July 22, 2020. The sealed proposals will be opened in the Large Conference Room, immediately following the submittal closing time for the following:

“Auditing Services”

It is the intent and purpose of the City of Holly Hill that this Request for Proposal promotes competitive selection. It is the Proposer's responsibility to advise the City Clerk if any language, requirements, etc., or any combination thereof inadvertently restricts or limits the requirements stated in this Request for Proposal.

Notice shall be posted on the Vendor Link website <https://www.myvendorlink.com> . Proposals are solicited and shall be made pursuant to Resolution 2018-30 and will be evaluated in accordance with the provision thereof. Resolution 2018-30 is on file in the Office of the City Clerk of the City of Holly Hill. Proposals must comply and be submitted in accordance with the proposal specifications which may be obtained at the Vendor Link website or City Hall, 1065 Ridgewood Ave, Holly Hill, Florida, any time prior to the bid opening. Questions shall be directed to the Finance Director, Stella Gurnee at sgurnee@hollyhillfl.org .

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REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

RFP TITLE: **ANNUAL INDEPENDENT AUDIT SERVICES**
 RFP NUMBER: **2020-FIN-002**
 RFP DUE DATE & TIME: **July 22, 2020 at 2:00 P.M.**
 RFP DEADLINE FOR QUESTIONS: **July 15, 2020 at 5:00 P.M.**
 RFP OPENING LOCATION: **Holly Hill City Hall Room 227, 1065 Ridgewood Ave,
 Holly Hill, FL 32117**

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

PROPOSER'S NAME: _____

PROPOSER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

F.E.I.N.: _____

PHONE NUMBER: _____ FAX NUMBER: _____

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

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Proposal and certify that I am authorized to sign this Proposal for the Proposer. In submitting a Proposal to the City of Holly Hill, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Holly Hill 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 Holly Hill. 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

Attachment: RFP2020-FIN002_Annual_Independent_Audit_Services (3022 : Auditor Selection)

I. OBJECTIVE OF THE REQUEST FOR PROPOSALS

The City of Holly Hill, located in east central Florida on the banks of the Halifax River (Intra-Coastal Waterway) bounded on the north by Ormond Beach and the south by Daytona Beach, has issued this Request for Proposals with the sole purpose and intent of obtaining bids from interested qualified firms licensed to do business in the State of Florida offering to provide **Auditing Services** in accordance with the specifications stated and/or attached herein/hereto.

The City of Holly Hill will contract with a firm experienced in providing auditing services. It is the intent and purpose of the City of Holly Hill (City) that this Request for Proposal promotes competitive selection. It shall be the Vendor's responsibility to advise the City's Clerk if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source.

Sealed Proposals must be delivered no later than July 22, 2020 at 2:00 P.M. All times referenced are local time. Due to the timing of mail service, the City cautions Vendors to assure actual delivery of proposals to the City prior to the deadline set for receiving proposals. Carrier and hand deliveries of proposals will be accepted in the City Clerk's Office, City of Holly Hill, City Hall, 1065 Ridgewood Avenue, Holly Hill, Florida, until the date and time referenced in the Timeline above or as amended by addendum issued by the City. Proposals received after the established deadline shall not be considered. **Vendors are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal, statement or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.**

Offers by telephone, email or telegram shall not be accepted. Also, Vendors are instructed NOT to fax their proposal package. **Faxed proposals shall be rejected as non-responsive regardless of where or when the fax is received.**

All proposals will be opened publicly and the names of all Vendors shall be read aloud.

The City of Holly Hill reserves the right to reject any or all proposals or parts of proposals if it is in the best interest of the City.

II. BACKGROUND

The City of Holly Hill is a municipal corporation created by the laws of Florida, located in Volusia County. The City operates under a Commission-City Manager form of government. The City Commission is comprised of a mayor and four Commission members. The City Manager is appointed by the City Commission and serves as the Chief Executive Officer. The City serves an area of 4.5 square miles with a population of approximately 12,479. The City of Holly Hill provides a comprehensive array of services including police, fire, leisure services, public works, planning and economic development. The City operates a water and sewer system, a stormwater utility, and a solid waste utility.

The City's fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City. The City has approximately 18 funds with an annual budget of \$28,493,617. The City has 115 employees. More detailed information on the government and its finances can be found in City of Holly Hill's Comprehensive Annual Financial Report for fiscal year

2018-2019, which is available upon request from the Finance Director. The City's Annual Budget for fiscal year 2019-2020 is also available upon request to the Finance Director. The City of Holly Hill is exempt from any and all state, local and federal taxes.

III. INQUIRIES

Direct questions related to this **RFP** to Stella Gurnee, Finance Director, and submit such questions in writing to sgurnee@hollyhillfl.org include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly.

IV. 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 Holly Hill 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 Holly Hill 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 Vendorlink (www.myvendorlink.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 Vendorlink, 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 City Clerk's Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the City Clerk's Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Submittals will not be considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

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

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

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

CLARIFICATION/CORRECTION OF RFP ENTRY: The City of Holly Hill 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 Finance Director. 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 Holly Hill.

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 Holly Hill 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 Holly Hill 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 Holly Hill, 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 Holly Hill 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 Holly Hill. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

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

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

OTHER AGENCIES: All Proposer(s) awarded contracts from this 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 proposer(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 that ordinarily and necessarily would be required by the City in order to perform the contracted service.
- (b) Provide the public with access to public records on the same terms and conditions

that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided bylaw.

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

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

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 199, shall subject the Agreement to termination for cause by the City.

THE CITY OF HOLLY HILL 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 Holly Hill 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. 1) The contract can be terminated with 90 days written notice for any reason whatsoever in the city's sole discretion; however, 2) the contract could be terminated at any time due to the vendor's default under terms of the agreement.
- F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Holly Hill and the firm selected.
- G. Submittals should include a copy of the firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, and Drug Free Workplace Certificate.

**CITY OF HOLLY HILL, FLORIDA
REQUEST FOR PROPOSALS
ANNUAL INDEPENDENT AUDIT SERVICES
RFP NO. 2020-FIN-002**

V. INTRODUCTION

The City of Holly Hill is requesting proposals from certified public accounting firms duly licensed under F.S. Chapter 473 and qualified in accordance with Florida State Statute 218.391 as described in Section 3 (a) to conduct annual financial audits of its accounts and records in accordance with the government auditing standards as adopted by the Florida Board of Accountancy.

These audits are to be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S. General Accounting Office's (GAO) *Government Auditing Standards*, the provisions of the Federal Single Audit Act of 1984 (with amendments in 1996), the U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*, the provisions of the Florida Single Audit Act and the State of Florida, *Rules of the Auditor General Chapter 10.550 and any other applicable laws or standards*.

VI. TERM OF AGREEMENT

The City is seeking a five-year contract for fiscal years ending September 30, 2020, 2021, 2022, 2023 and 2024 with renewal options thereafter to be negotiated. The initial letter of engagement shall specify the contract period, including renewals, and conditions under which the contract may be terminated or renewed.

VII. NATURE OF SERVICES REQUIRED

A. General

Section 218.39, Florida Statutes, requires each local government entity to have completed within nine (9) months of each fiscal year-end, an annual financial audit of its accounts and records. However, since the City submits the CAFR to GFOA for the Certificate of Achievement for Excellence in Financial Reporting the must be completed by March 31st each year. The City is soliciting Proposals from qualified Certified Public Accountants and/or firms licensed to practice in the State of Florida. The audit shall be conducted for the purpose of forming an opinion on the basic financial statements taken as a whole and to determine whether operations were conducted in accordance with legal and regulatory requirements. The City is soliciting qualified Certified Public Accountants and/or firms to conduct annual financial audits of its accounts and records in accordance with the government auditing standards as adopted by the Florida Board of Accountancy for the City's fiscal years ending September 30, 2020, 2021, 2022, 2023 and 2024. These audits are to be performed in accordance with the provisions contained in this request for proposals. The initial engagement letter is to specify the contract period, including renewals, and conditions under which the contract may be terminated or renewed.

B. Eligibility and Minimum Requirements

To be eligible to respond to this RFP and be considered for award, the Proposer must demonstrate to the satisfaction of the City that it or the principals assigned to the project has successfully provided services, similar in scope and complexity, as an independent external financial auditor to a municipality or quasi-governmental organization.

Proposers must meet the following minimum qualifications; failure to meet the minimum qualifications may result in rejection of the Proposal. Proposers shall submit written documentation such as letters of references and a list of clients who are public entities, as evidence that they meet the requirement stated above. Letters of references shall not be older than three (3) years.

- 1) Proposers must certify that they are qualified and licensed to provide auditing services and practice in the State of Florida.
- 2) Proposers must have at least five (5) years' experience in satisfactorily providing the proposed services to a municipality or other public entity.
- 3) The principals of the firm(s) have performed continuous certified public accounting (CPA) services for a minimum of five (5) years.
- 4) The Proposer must be a member of the American Institute of Certified Public Accountants and the Florida Institute of Certified Public Accountants.
- 5) The assigned professional personnel of the Proposer must have received adequate continuing professional education as stipulated by Government Auditing Standards issued by the Comptroller General of the United States.
- 6) The Proposer is independent of the City, as defined by generally accepted auditing standards and Government Auditing Standards.
- 7) The Proposer must submit a copy of the most recent external quality control review reports and letters of comment, along with a statement indicating whether the reviews included a review of specific governmental engagements.
- 8) The manager and senior auditor must have experience auditing one or more similar governments, specifically as to size and services provided, where all applicable Governmental Accounting Standards Board Statements have been implemented.
- 9) The manager and senior auditor must have experience performing a Single Audit in accordance with generally accepted auditing standards, Government Auditing Standards issued by the Comptroller General of the United States, 2 CFR 200 Part F, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Audits of State and Local Governments; and the Rules of the Auditor General of the State of Florida.

C. Required Standards

To meet the requirements of this RFP, the audit must be performed in accordance with the following standards:

- 1) Generally Accepted Auditing Standards as issued by the American Institute of Certified Public Accountants (AICPA)
- 2) Government Auditing Standards issued by the Comptroller General of the United States
- 3) 2 CFR 200 Part F, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
- 4) Florida Single Audit Act
- 5) Rules of the Auditor General, State of Florida
- 6) Rules of the Florida Department of Financial Services
- 7) Section 218.39, Florida Statutes and any other applicable Florida Statutes.

D. Scope of Work to be Performed

The following general tasks and deliverables are required of the selected Proposer:

- 1) The selected Proposer, as auditor, shall perform an annual examination of the basic financial statements to express opinions on the fairness with which the statements present the financial positions, results of operations, and changes in financial position in conformity with generally accepted accounting principles.
- 2) The auditor shall perform an examination to determine whether operations are properly conducted in accordance with legal and regulatory requirements.
- 3) The auditor shall evaluate the system of internal controls, including the control environment, accounting systems and specific control procedures, to assess the extent to which the controls can be relied upon to ensure accurate information, to ensure compliance with laws and regulations, and to provide for efficient and effective operations. In order to assess the control risk, the Proposer is to perform tests of controls and properly document its assessment. Significant deficiencies and material weaknesses shall be communicated in writing in accordance with generally accepted auditing standards.
- 4) The auditor shall perform an examination of any additional financial information necessary to comply with generally accepted auditing standards.
- 5) The auditor is not required to audit the combining and individual fund financial statements and supporting schedules. However, the auditor is to provide an "in- relation-to" report on the combining and individual fund financial statements and supporting schedules based on the auditing procedures applied during the audit of the basic financial statements.
- 6) The scope of the audit shall include any additional activities necessary to establish compliance with the term "financial audit" as defined and used in Government Auditing Standards.
- 7) The scope of the audit shall encompass the additional activities necessary to establish compliance with the Federal Single Audit Act, as amended; United States 2 CFR 200 Part F, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; other applicable Federal laws; and the Florida Single Audit Act. The City anticipates that a single audit may be required for each year covered by this contract.
- 8) The auditor shall use financial condition assessment procedures to assist in detection of deteriorating financial condition as established under Florida Statutes 218.503. The auditor may use the procedures developed by the Auditor General or appropriate alternative procedures.
- 9) The audit shall include a review of the financial report provided to the Department of Financial Services to assure consistency with the Comprehensive Annual Financial Report.
- 10) A separate audit for the City's Community Redevelopment (CRA) fund shall be included in the scope of this engagement as required Florida statutes and Rules of the Florida Auditor General. The scope should include audit, CRA financial statements, and notes.

Following completion of the audit of the fiscal year financial statements, the auditor shall issue the following reports with regard to the basic financial statements of the City of Holly Hill:

- 1) A report on the basic financial statements. This report must include, at a minimum:
 - i. A statement as to whether the financial statements are presented in accordance with generally accepted accounting principles;
 - ii. An expression of opinion regarding the financial statements taken as a whole, or an assertion to the effect that an opinion cannot be expressed including the reasons therefore; and
 - iii. A statement that the audit was conducted in accordance with generally accepted auditing standards and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller of the United States.
- 2) A report on compliance and internal control over financial reporting.
- 3) A report on compliance and internal control over compliance applicable to each major

federal program and state project.

- 4) A management letter and any additional examination reports as required by Florida Statutes 218.39 and 215.97 and Rules of the Auditor General, Chapter 10.550 which shall identify any management weaknesses observed, assess their effect on financial management and propose steps to correct or eliminate those weaknesses.
- 5) Other reports required by the Federal Single Audit Act and the Florida Single Audit Act including:
 - i. An “in-relation-to” report on the Schedule of Expenditures of Federal Awards and State Financial Assistance
 - ii. A separate schedule of findings and questioned costs, including a summary of audit results related to financial statements, internal controls and compliance.
- 6) Irregularities and Illegal Acts—The auditor shall make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to management and/or the governing body, as appropriate.

The auditor shall also be responsible for the preparation of the final financial statement document, excluding the transmittal letter, management discussion & analysis, and the statistical section. The Auditor will be responsible for editing and printing twenty five (25) copies of the Comprehensive Annual Financial Report (CAFR), and for providing the CAFR in final PDF file to the City. In addition the Auditor shall be responsible for editing and printing ten (10) separate CRA financial statements and responsible for providing a PDF file of this statement to the City.

The auditor shall provide technical advice as requested for accounting and tax issues that may arise during the contract period.

The auditor shall report to the City Manager and Finance Director and shall disclose the following:

- 1) The auditor’s responsibility under generally accepted auditing standards, and assurances that the independent auditor is currently licensed, and that the members of the audit team have the minimum required Continuing Professional Education credits required for performing audits under Government Auditing Standards.
- 2) Significant new or changes in accounting policies and implementation.
- 3) Significant management judgments and accounting estimates.
- 4) Significant audit adjustments.
- 5) Other information in documents containing audited financial statements.
- 6) Disagreements with management.
- 7) Consultation with other accountants.
- 8) Major issues discussed with management prior to retention.
- 9) Difficulties encountered in performing the audit.

E. Special Considerations

The City of Holly Hill will submit its CAFR to the Government Finance Officers Association (GFOA) of the United States and Canada for review in its Certificate of Achievement for Excellence in Financial Reporting program.

The Schedule of Expenditures of Federal Awards and State Financial Assistance and related auditor’s report, as well as reports on compliance and internal controls, are to be issued as part of the Comprehensive Annual Financial Report.

The City will require the auditor's overall evaluation of the efficiency and adequacy of accounting procedures and assistance with the implementation of any new GASB statements.

The firm agrees to grant permission to use the Auditor's Opinion in the Official Statement of any future bond issues. In addition, the auditor shall be required, if requested by the City, fiscal advisor and/or underwriter, to issue a "consent and citation of expertise" as the auditor and any necessary "comfort letters". The firm will identify any fees associated with providing these documents.

F. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for the longer of five (5) years after an audit is issued or until all outstanding issues have been resolved, unless the firm is notified in writing by the City of Holly Hill of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the City of Holly Hill, auditors of entities of which the City of Holly Hill is a sub recipient of grant funds and other federal or state agencies as necessary. In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting, reporting or auditing significance.

G. Contact Person

The auditor's principal contact with the City will be Stella Gurnee, Finance Director, or a designee, who will coordinate the assistance to be provided.

H. Fund Structure

The City of Holly Hill uses the following fund types and account groups in its financial reporting:

<u>Fund Type</u>	<u>Number of Individual Funds</u>	<u>Number with Adopted Budgets</u>
General Fund*	1	1
Special Revenue*	11	11
Capital Projects	1	1
Enterprise Funds*	3	3
Pension Trust Funds	2	2

*Contain sub-funds that are reported as a single fund in CAFR

The number of Individual and sub-funds may be increased or decreased depending upon the City's requirements.

I. Basis of Accounting

The City prepares its financial statements in conformity with accounting principles generally accepted in the United States. All Governmental funds are accounted for using the modified accrual basis of accounting. All Proprietary and Pension Trust Funds are accounted for using the accrual basis of accounting.

J. Pension Plans

The City of Holly Hill participates in two single-employer defined-benefit pension plans: the Police Officers' Retirement Trust Fund and the Firefighters' Retirement Trust Fund. The activities of the pension plans are included as components in the City's CAFR. These plans also provide for disability and survivor benefits, and are independently governed by separate boards of trustees for each plan. Foster and Foster provides actuarial services for the City. These plans are audited with the under one engagement with the City's annual audit.

K. Community Redevelopment Area (CRA)

The City of Holly Hill has one Community Redevelopment Area (CRA) which will required a separate audit. This CRA audit will be included under one engagement with the City's annual audit.

L. Description of Finance Department

The Finance Department consists of 12 employees, and is managed by the Finance Director, Stella Gurnee, and Customer Service Manager, Amanda Raslowsky. This department provides the daily accounting functions, accounts payable, payroll, purchasing oversight, investment transactions, debt issuance, preparation of all financial reports, and provides billing and customer service support to the utility system comprised of approximately 6,000 water utility connections.

M. Computer System

The City's Financial computer system is a cloud hosted site with Integrated enterprise solutions application software provided by Central Square (Sungard HTE), Incorporated, located in Lake Mary, FL. Applications include financial systems, utility billing systems and community services systems.

N. Time Requirements

1) Date Audit May Commence

The City of Holly Hill will have all Finance management personnel available to meet with the firm's personnel immediately upon execution of the auditor's contract.

2) Schedule for the FY 2020 Audit

Each of the following shall be completed by the auditor no later than the dates indicated unless special arrangements have been made.

- i. Detailed Audit Plan
- ii. The auditor shall work with the Finance staff to develop a detailed audit plan by October 30, 2020 which shall include a final list of all schedules to be prepared by City staff.
- iii. Field Work
- iv. Extended field work may commence on January 11, 2021, and shall be completed by February 12, 2021.
- v. Draft Reports

The auditor shall have final drafts of the audit reports and recommendations to management available for review by February 26, 2021.

3) Conference and Progress Reports

At a minimum, the following conferences are expected to be held with the auditor's field supervisor by the dates indicated:

Entrance conference with the Finance Director and Customer Service Manager: No later than October 15, 2020

Formal progress conferences with the Finance Director and Customer Service Manager should be at the end of interim, at the end of each week during fieldwork, and upon the presentation of the draft report.

Exit conference with the City Manager and Finance Director no later than March 5, 2021.

O. Assistance to be provided to Auditor and report preparation.

1) Accounting Division and Clerical Assistance

The auditor shall provide the City of Holly Hill with a list of schedules to be prepared by the City for purposes of audit and reconciliation of balances. The finance department staff and responsible management personnel will be available during the audit to assist the firm by providing information, documentation and explanations. The preparation of confirmations will be the responsibility of the City, as directed by the auditor.

2) Accommodations

The City of Holly Hill will provide the auditor with reasonable workspace, tables, chairs, computer access, telephone access, photocopying facilities, FAX machines and other items necessary to complete the audit.

3) Report Preparation

The Auditor will be responsible for the preparation of a draft of the Comprehensive Annual Financial Report and separate draft CRA Annual Financial Report; the City will be responsible for review of the drafts. The Auditor will be responsible for editing and printing of twenty five (25) copies of the Comprehensive Annual Financial Report. The auditor will also be responsible for providing the annual CAFR in a PDF format. In addition the Auditor shall be responsible for editing and printing ten (10) separate CRA financial statements and responsible for providing a PDF file of this statement to the City. The City will provide the front and back covers for the CAFR and CRA Financial Report. The City reserves the right to revise the number of printed copies required.

VIII. SUBMITTAL INSTRUCTIONS.

A. General Instructions

Please check the contents of your RFP package carefully to ensure that you have in your possession all the necessary and required documents, as referenced with this RFP, including any addenda. If you are missing any items, please contact the City's Finance Director at 386-248-9426, or by email at: sgurnee@hollyhillfl.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.

Proposal Delivery: Submit two (1) signed original and eight (8) copies of the complete proposal packet along with one (1) electronic fully complete copy in pdf format on a thumb drive, by the closing date and time. Both versions must be included in the sealed envelope or package. Submit proposals to: Valerie Manning, City Clerk, City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida, 32117. 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 due date and time. **Late proposals will not be accepted.**

Deadline for Submission: To be considered, proposals must be received no later than July 22, 2020 2:00pm

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until seven (7) working days prior to the RFP due date (July 15, 2020, 5:00pm). Questions received after that time will not be responded to. Answers to questions that warrant attention of all potential proposers will be distributed in the form of an addendum. Please direct written inquiries to:

Stella Gurnee, Finance Director
 City of Holly Hill
 1065 Ridgewood Ave
 Holly Hill, FL 32117
 Telephone: (386) 248-9426
 FAX: (386) 248-9458
sgurnee@hollyhillfl.org

Contact: All prospective Bidders are hereby instructed not to contact any member of the City of Holly Hill Commission, City of Holly Hill Audit Committee, City Manager, or City of Holly Hill staff members other than the noted contact person regarding this bid/proposal or their bid at any time prior to the posting on the website of the final evaluation and recommended ranking by the City staff for this engagement. Any such contact shall be cause for rejection of your bid/proposal.

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.

Rejection Rights: The City of Holly Hill 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.

Cost of Proposal Preparation: No reimbursement will be made by the City of Holly Hill 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 ninety (90) days from the date of receipt.

B. PROPOSAL REQUIREMENTS

To ensure consistency, proposals must conform to the following format and order. The proposal must be received no later than 2:00 p.m. on July 22, 2020 for a proposing firm to be considered:

- 1) **Title Page:** Show the RFP subject, the name of the firm, the name, address, telephone number and email address of a contact person, and the date of the proposal.
- 2) **Table of Contents:** Include a clear identification of the material included in the proposal by page number.

- 3) **Transmittal Letter:** A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believed itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for the engagement period. The transmittal letter shall have an original signature of an authorized official of the firm who has been designated to submit the proposal on behalf of the firm.

4) **Technical Proposal**

General Requirements

The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake an independent audit of the City of Holly Hill in conformity with the requirements of this Request for Proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the Request for Proposals requirement. Although additional data may be included, the following items must be presented as they represent the criteria against which the proposal will be evaluated:

i. Independence

The firm should provide an affirmative statement that it is independent of the City of Holly Hill as defined by generally accepted auditing standards. The firm should also list and describe any relationships involving the City of Holly Hill for the past five years.

ii. License to Practice in the State of Florida

An affirmative statement should be included indicating that the firm and all assigned key professional staff are properly registered to practice in the State of Florida.

iii. Conflict of Interest

The firm shall list, and describe any relationships – professional, financial or otherwise – that the firm, any of its principals or employees, or any affiliate or subcontractor, may have with the City of Holly Hill, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five years, together with a statement explaining why such relationships

do not constitute a conflict of interest relative to performing the services sought in this RFP. Failure to disclose any such contractual or personal relationships will be cause for disqualification of the proposal.

Additionally, the firm shall give the City written notice of any other relationships – professional, financial or otherwise – that the firm, any of its principals or employees, or any affiliate or subcontractor, enters into with the City, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the agreement.

5) **Firm Qualifications and Experience**

The proposal should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed, and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be employed on a part-time basis.

If the proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal auditor should be noted.

The firm is required to submit a copy of the report on its most recent external quality control review, the letter of comments, and a statement as to whether that quality control review included a review of specific governmental engagements.

The firm shall provide information on the results of any Federal or State desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with State regulatory bodies or professional organizations.

The firm shall provide information on the nature, magnitude, and outcome of all litigation and proceedings for the previous three (3) years, where a court or administrative agency has ruled for or against the firm in any matter related to the firm's professional activities.

i. Partner, Supervisory and Staff Qualifications & Experience

The firm should identify the principal supervisory and management staff, including engagement partners, managers, single audit staff, and other supervisors and specialists, who would be assigned to

the engagement and indicate whether each such person is licensed to practice as a certified public accountant in the State of Florida. The firm should also provide information on the governmental auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

The firm should provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education of the specific staff to be assigned to this engagement. The firm should also indicate how the quality of staff over the term of the agreement will be assured.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the City of Holly Hill, however, the City retains the right to approve or reject replacements. Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.

ii. Engagement with Other Government Entities

For the firm's office that will be assigned responsibility for the audit, list all engagements performed in the last three (3) years with government agencies. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, dates of service, engagement partners, total hours, and the name and telephone number of the principal client contact. Identify all clients listed that have attained GFOA's Certificate of Achievement for Excellence in Financial Reporting.

6) Specific Audit Approach

Each proposal must include a detailed work plan that addresses approach and method of how work will be performed. The objective of the work plan is to demonstrate the proposer's experience, the expertise of its personnel who will render the requested services, and the proposer's ability to logically plan and complete the services. Proposers shall provide the following information on their audit approach:

- i. Proposed segmentation of the engagement and explanation of audit approach including evaluation of risk.
- ii. Level of staff and number of hours to be assigned to each proposed segment of the engagement. If the proposed

engagement is a joint venture, provide all information by firm and specific staff that will be onsite for fieldwork.

- iii. Sample size approach and the extent to which statistical sampling is to be used in the engagement.
- iv. Extent and type of EDP software to be utilized in the engagement.
- v. Sample audit request list of items required from the City.
- vi. Type and extent of analytical procedures to be used in the engagement.
- vii. Approach to be taken to gain and document an understanding of the City of Holly Hill's internal control structure.
- viii. Approach to be taken in determining laws and regulations that will be subject to audit test work.
- ix. Approach to be taken in drawing audit samples for purposes of tests of compliance.
- x. Level of interim work, in detail, to be performed to mitigate year-end fieldwork.

a. Identification of Anticipated Potential Audit Problems

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to communicating and addressing these problems and any special assistance that will be requested from the City of Holly Hill.

b. Noncompliance with Proposal Specifications

The proposal should identify each specific incident of noncompliance with the Request for Proposals' specifications.

7) Fee Proposal

i. Total All-Inclusive Maximum Annual Fee

- a. The proposal shall contain all pricing information relative to performing the independent audit engagement as described in this Request for Proposals. The proposal should include a schedule of professional fees and expenses broken down by the services to be provided for the fiscal year ended September 30, 2020 with an indication of the number of staff hours, by classification, and rate for each of the services. A similar schedule should be presented for

each subsequent year of the contract. Each schedule should include a total all-inclusive maximum annual fee for each year's engagement, based on a five-year contract.

- b. The proposal should also include a schedule of the single audit fee should there be a major federal program or a Florida single audit required. This additional cost should not be included in the total all-inclusive maximum annual fee.

- 1. All estimated out-of-pocket expenses should be included in the total all-inclusive maximum annual fee submitted by the firm. The City will not reimburse for out-of-pocket expenses not included in the total contract price. A statement should be included indicating the firm has included all such costs for travel, lodging and subsistence in the total maximum price.

- 2. The City will not be responsible for expenses incurred in preparing and submitting the proposal. Such costs should not be included in the proposal. Maximum annual fee shall also include all required audit services resulting from all known GASB pronouncements as of the date of the proposal.

- c. The proposal should separately state the fee for performing the Firefighters' Retirement Trust Fund audit, the Police Officers' Retirement Trust Fund audit, and The Community Redevelopment Area (CRA) audit.
- d. The proposal shall separately state the fee for performing the CRA audit, CRA financial statement preparation (including notes).

- ii. Rates by Partner, Specialist, Supervisory and Staff Level Time and Hours Anticipated for Each

- a. The proposal shall include a detailed schedule of professional fees that shall include all direct and indirect costs, and expenses and that support the total all-inclusive maximum annual fee. The cost of special services should be disclosed as separate components of the total all-inclusive maximum annual fee.

- iii. Rates for Additional Professional Services

- a. If it should become necessary for the City to request the auditor to render any additional services to either supplement the services requested in this request for proposals or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only upon the approval and proper notification in writing to the Finance Director.

- b. The City may from time to time request other professional services not related to the audit, such as special reports, official statements, bond covenant compliance, bond issues, rate studies, etc. In the event the City requests such other professional services, the contractor shall provide a written description of the services that can be provided and related products and a written estimate of the cost of those services. Work for the additional services shall commence only upon the approval and proper notification in writing to the Finance Director.
- c. In addition, if the proposal is a joint venture, the City reserves the right to designate which contractor is best suited to perform the specific tasks.
- d. Provide a schedule of the staff level and range of rates for each for other professional services.

iv. Manner of Payment

- a. Progress payments will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm's fee proposal.
- b. Interim billing shall cover a period of not less than a calendar month. Payment of the final billing will be made after delivery of the final report and presentation to the City Commission.
- c. In no event will the City pay more than the all-inclusive annual fee unless otherwise negotiated. Any billing related to other professional services will be billed separately from the audit billings. In addition, the audit billings for the Single Audit, the Firefighters' Retirement Trust Fund, the Police Officers' Retirement Trust Fund, and The Community Redevelopment Area (CRA) should be broken out, if applicable.

v. Annual Fees

- a. The fee proposed for each year of the engagement should be separately stated for each fiscal year end (FY 2020, FY 2021, FY2022, FY 2023 and FY 2024). The initial letter of engagement shall specify the contract period, including renewals, and conditions under which the contract may be terminated or renewed.

IX. PROPOSAL EVALUATION

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in this Solicitation. A responsive Proposal is one that follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive. Each Proposal that has been determined to be responsive shall be ranked as set forth herein below.

The Audit Selection Committee will evaluate the proposals. Proposals will be evaluated by a Selection Committee and ranked on the criteria listed below and submitted the City Commission for final approval. The criteria are itemized with their respective weights for a maximum total of **one hundred (100)** points per Evaluation/Selection.

A. Experience and Expertise (50 points)

- i. The audit firm is independent and licensed to practice in the State of Florida.
- ii. The audit firm's professional personnel have received adequate continuing professional education within the preceding two years.
- iii. The firm has no conflict of interest with regard to any other work performed by the firm for the City of Holly Hill.
- iv. The firm has a history of performing quality audits as demonstrated by recent external quality control reviews.
- v. The firm adheres to the instructions in this Request for Proposals in preparing and submitting the proposal.
- vi. The firm's past experience and performance on government engagements of comparable size and complexity.
- vii. The quality and experience of the firm's professional auditing personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.
- viii. The quality and experience of the firm's professional EDP auditing personnel assigned to the engagement.
- ix. The quality and experience of the firm's professional auditing personnel assigned to perform the Single Audit.
- x. The firm's experience in attaining GFOA's Certificate of Achievement for Excellence in Financial Reporting.

B. Audit Approach (20 points)

- i. The adequacy of the firm's proposed staffing plan (hours and level) for the various segments of the engagement.
- ii. The adequacy of the firm's general audit plan for the overall engagement.
- iii. The adequacy of the firm's audit plan for the EDP function.
- iv. The adequacy of the firm's sampling techniques to be used on the engagement.
- v. The adequacy of the firm's analytical procedures to be used on the engagement.
- vi. Other similar and relevant criteria.

C. Fee Proposal (25 points)

Total all-inclusive maximum annual fee for each year of the engagement. Please note that price will not be the sole or predominant factor in the selection of an audit firm.

D. Local Vendor Preference (5 points)

The City follows its local bidder preference ordinance as applicable. Please see the City code of ordinances pertaining to local bidder preference for further clarification.

Upon initial completion of the criteria evaluation indicated above, rating and ranking, the Selection Committee may choose to conduct an oral presentation with up to 3 Proposer(s) which the Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. Upon completion of the oral presentation(s), the Evaluation/Selection Committee will perform a final review to re-evaluate, re-rate, and re-rank the Proposals remaining in consideration based upon the written documents, combined with the oral presentation. In such circumstances, the initial ranking of the Proposers shall be considered only a preliminary ranking until after the oral presentations are completed.

The Selection Committee will review all proposals to make a determination as to which firm is the most qualified to perform the audit. The basis of fees submitted with the proposals will also be considered as one of the factors in the evaluation process, but price should not be construed as the overriding criteria for awarding the contract for audit services. Proposers will be ranked based on their qualifications at the discretion of the Selection Committee.

The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and waive minor irregularities with the proposals.

**CITY OF HOLLY HILL, FLORIDA
REQUEST FOR PROPOSALS
ANNUAL INDEPENDENT AUDIT SERVICES
RFP NO. 2020-FIN-002**

**X. 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).
For further information please contact the city's building and zoning department at 386-248-9442.

State Certified/Registered Contractors

The firm should identify the principal supervisory and management staff, including engagement partners, managers, single audit staff, and other supervisors and specialists, who would be assigned to the engagement and indicate whether each such person is licensed to practice as a certified public accountant in the State of Florida and provide evidence of such license.

Minimum Insurance Requirements

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

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Each Occurrence \$300,000 General Aggregate * \$300,000 Aggregate Products Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate * \$1 Million Aggregate Products &

Completed Operations
\$ 50,000 Fire Damage (any one fire)

\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]
--------------------	---

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

- b) Automobile Liability Insurance for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

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

- c) Workers Compensation
Statutory-State of Florida
Include Employers' Liability Limits:

\$100,000 for bodily injury caused by accident, each accident
\$100,000 for bodily injury caused by disease, each employee
\$500,000 for bodily injury caused by disease, policy limit

Workers Compensation insurance is required for all persons fulfilling this contract whether employed, contracted, temporary or subcontracted.

- d) Excess Liability

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

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

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

Requirements for Certificates of Insurance

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

Policies of Insurance

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

**CITY OF HOLLY HILL, FLORIDA
REQUEST FOR PROPOSALS
ANNUAL INDEPENDENT AUDIT SERVICES
RFP NO. 2020-FIN-002**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

City Clerk, City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that is substantially in the form 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 Proposal 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; PROPOSER has not directly or indirectly induced or solicited any other Submitter to submit a false or sham Submittal; PROPOSER has not solicited or induced any person, firm or a corporation to refrain from bidding; and PROPOSER 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.: _____

PROPOSER'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, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

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

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

**CITY OF HOLLY HILL, FLORIDA
REQUEST FOR PROPOSALS
ANNUAL INDEPENDENT AUDIT SERVICES
RFP NO. 2020-FIN-002**

**CONFLICT. NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT**

- ☐ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.
- ☐ The undersigned firm has had no litigation on any project in the last five (5) years.
- ☐ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

DATE

Attachment: RFP2020-FIN002_Annual_Independent_Audit_Services (3022 : Auditor Selection)

**CITY OF HOLLY HILL, FLORIDA
REQUEST FOR PROPOSALS
ANNUAL INDEPENDENT AUDIT SERVICES
RFP NO. 2020-FIN-002**

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



**ADDENDUM NUMBER 1
RFP 20-FIN-02
ANNUAL INDEPENDENT AUDIT SERVICES
CITY OF HOLLY HILL**

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 20-FIN-02** for the above request for **ANNUAL AUDIT SERVICES** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids **MUST** be submitted or your bid may be declared Non-Responsive.

A Financial Auditing Services cost proposal form has been attached to this addendum for submission of your proposal. This form must be completed and submitted with your response to this Request for Proposal.

QUESTIONS AND ANSWERS

Q1. Have there been any major changes in the accounting team or internal controls of the City during F/Y 2020? Are any changes expected?

A 1. There have been 3 new staff members join the Finance team: Accounts Payable Clerk II, Finance Clerk II, and a Finance clerk/Cashier. There have been no major changes of internal controls.

Q2. Have there been any new significant transactions that have occurred during F/Y 2020 as compared to F/Y 2019?

A 2. No

Q3. Approximately when does the City receive the OPEB actuarial report? Same question for the Police Officers' and Fire System Plans?

A 3. OPEB report normally received in November following fiscal year end. Police and Fire actuary reports received February following the fiscal year for future valuations.

Q4. What were the audit fees paid for the last three fiscal years' audits? Did the audit firm provide any additional services during those years? If so, what services were provided and what were the fees charged?

A 4. Fiscal year 2019 \$58,750 (including Police & Fire Pension). No single audit was required for FY 2019. Fiscal year 2018 \$57,272 (including Police & Fire Pension). No single audit required was required for FY 2018. Fiscal year 2017 \$50,780 (Included single audit which cost \$3,678). Fire & Police pension audits were performed separately and paid by the respective pension plans.

Q5. What constitutes Local Vendor Preference?

A5. As defined in Resolution 2018-30, Purchasing Policy Section K Policy 2.44: "A local vendor would be interpreted as a bidder, which as of the date of the bid opening, has a valid Business Tax Receipt (BTR) issued by the City of Holly Hill to do business in the City of Holly Hill which authorizes the vendor to provide the

Attachment: RFP_20-FIN-02_Addendum_No_1 (3022 : Auditor Selection)

goods, services, or construction to be purchased and has a physical address located within the limits of Holly Hill from which the vendor operates or performs business. A Post Office Box cannot be used to establish physical address. A local vender preference of no greater than 5% (Not to exceed \$5,000) of the price submitted by the non-local vender shall be granted with City Commission approval.”

Q6. Please provide the audit fees paid for the last five fiscal years. Please separate out the audit fees paid for the single audit (if one was performed).

A6. Please see question 4 above for the last three years. The remaining requested years are as follows: Fiscal year 2016 \$45,932 (No single audit was required). Fiscal year 2015 \$44,864 (no single audit required). Fire & Police pension audits were performed separately and paid by the respective pension plans.

Q7. Please provide the budgeted FY20 audit fees. Please separate out the budgeted fees for the CRA and single audit. Are you expecting a single audit for FY20?

A7. The FY2020 budget includes \$63,500, which includes Police and Fire pension and CRA audit. No single audit requirement is anticipated for FY2020.

Signature acknowledges receipt and understanding of this addendum.

Name/Title

Date



RFP #2020-FIN-002

FINANCIAL AUDITING SERVICES COST PROPOSAL

Amounts include all direct (labor, travel, incidentals, etc.) and indirect costs. **The Proposer agrees that if the proposal is accepted, the fees will not increase over the agreed upon contractual amount for the entire contract term.** Any changes in accounting principles, or state or federal laws, rules and requirements associated with the annual financial report, requiring additional work shall be pre-approved by the City by way of a Change Order

Audit Period Ending	Total Projected Hours for <u>Total Financial Audit</u>	Fire Pension Audit (as part of Financial Audit)	Police Pension Audit (as part of Financial Audit)	<u>Total Financial Audit & reporting</u> including Fire & Police Pension	CRA separate Audit	Single Audit, if required
September 30, 2020						
September 30, 2021						
September 30, 2022						
September 30, 2023						
September 30, 2024						

Attach separate sheet for the cost proposal items above that shows rates by Partner, Specialist, Supervisory and Staff Level Time and Hours Anticipated for Each level.

The City may from time to time request other professional services not related to the audit, such as special reports, official statements, bond covenant compliance, bond issues, rate studies, etc. In the event , additional professional services are requested please, also provide a separate schedule of the staff level and range of rates for each level for other professional services.

**ADDENDUM NUMBER 2
RFP 20-FIN-02
ANNUAL INDEPENDENT AUDIT SERVICES
CITY OF HOLLY HILL**

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 20-FIN-02** for the above request for **ANNUAL AUDIT SERVICES** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids **MUST** be submitted or your bid may be declared Non-Responsive.

QUESTIONS AND ANSWERS

Q1. I was looking at the addendum for Holly Hill audit services and I noted the below regarding fire and police pension audits. I just wanted to confirm that there are not separately issued financial statements and reports for the fire and police pension plans. I did not see anything that indicated that the fire and police pension plans would receive separate independent auditor's reports.

A1. Separate independent audit reports are not required for they Fire and Police pension.

Signature acknowledges receipt and understanding of this addendum.

Name/Title

Date

RFP 20-FIN-001 ANNUAL INDEPENDENT AUDIT SERVICES

Attachment: RFP_20-FIN-02_Addendum_No_2 (2022 : Auditor Selection)

RFP NO. 2020-FIN-002
PROPOSAL TO PROVIDE
**INDEPENDENT
AUDIT SERVICES**
FOR THE CITY OF HOLLY HILL

Attachment: City of Holly Hill_2020-James Moore (3022 : Auditor Selection)



121 Executive Circle
Daytona Beach, FL 32114
386-257-4100
www.jmco.com

Proposal To Provide Annual Independent Audit Services To The

City of Holly Hill, Florida

For the Fiscal Years Ending September 30, 2020, 2021, 2022, 2023, and 2024



Legal Name: James Moore & Co., P.L.

James Moore & Co., P.L.

FEIN 59-3204548

121 Executive Circle

Daytona Beach, FL 32114-1180

Phone: 386-257-4100

Fax: 386-252-0209

www.jmco.com

Contact:

James Halleran, CPA | Engagement Lead Partner

James.Halleran@jmco.com

July 22, 2020

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Transmittal Letter

July 22, 2020

Stella Gurnee, Finance Director
City of Holly Hill
1065 Ridgewood Ave
Holly Hill, Florida 32117



Re: RFP No. 2020-FIN-02 Independent Audit Services

Dear Members of the Selection Committee:

The opportunity to submit our proposal to provide audit services for the City of Holly Hill, Florida (the City) for the fiscal years ending September 30, 2020, 2021, 2022, 2023 and 2024, is a privilege and appreciated. As a local firm that appreciates all our region has to offer, has employees who reside in the City of Holly Hill, and serves many Holly Hill businesses; we have a vested interest in providing the highest level of service to the City. As such, in this proposal we would like highlight what makes us the best firm to perform the City's audit.

Extensive Governmental Experience

Over the years we have served more than 100 local governments throughout the state of Florida, and **our firm has established a Government Services Team comprised of individuals who work almost exclusively on these engagements.** These team members are entrenched in the government industry, both in the services we provide to governmental entities throughout Florida and because of our industry associations. The team also regularly undergoes formal training and skill development focused on the needs of local governments. Our understanding of the requirements and operations of government entities means the highest quality of service for you.

James Halleran, CPA, your Lead Engagement Partner, has more than 25 years of experience providing audit and consulting services to government organizations throughout the state of Florida. James is known statewide as a distinguished government accountant and consultant and serves as a CAFR reviewer for the Government Finance Officers Association (GFOA). James also sits on the Technical Resource Committee for the Florida Government Finance Officers Association (FGFOA). He is an active committee member with the Florida Institute of CPAs (FICPA) and served on the FICPA Steering Committee of the State & Local Government Section for a number of years. As a result of this experience, he is frequently asked to present on topics specific to internal controls, auditing and accounting standards to governmental-specific groups throughout Florida.

Zach Chalifour, CPA, your Quality Control Review Partner, is the leader of the firm's Government Services Team. He has nearly 15 years of experience serving government entities and is a CAFR reviewer for the Government Finance Officers Association (GFOA). Zach is a member of the Florida Government Finance Officers Association (FGFOA) Conference Program committee and is also a frequent speaker for the FGFOA and Florida Institute of CPAs (FICPA).

The Technical Expertise You Need

Financial statements that are compliant with single audit requirements, guidelines from the Governmental Accounting Standards Board (GASB), and other standards instill public confidence in the City's finances and operations. A great deal of technical expertise is needed to ensure compliance with these standards, and the importance of this knowledge cannot be underestimated.

Members of your engagement team are well versed in the intricate requirements of state and federal single audits. They also monitor GASB pronouncements and have extensive experience helping clients interpret and implement new standards as they are released. Additionally, **we hold one-on-one meetings with City Council members to go over the audit results.** We consider all of these to be a standard part of our role as auditors and trusted business advisors.

The Importance of Information Technology and Your Audit

Technology's rapidly changing landscape directly impacts the audit environment and the manner in which your financial and proprietary information is stored. James Moore maintains a Technology Solutions Consulting department with

Transmittal Letter

professionals proficient in technology-related audit standards, risk assessment, and data extraction.

Because of the importance of IT and your audit, **we have included a Certified Information Systems Auditor (CISA), Brendan McKittrick, on your engagement team to conduct a thorough IT assessment.** Brendan is highly skilled in IT-related audit services, risk assessments, application controls and data extraction, among other areas. We're sure that you'll find him to be a valued member of your audit team.

Commitment to Client Satisfaction

While our expertise speaks for itself, it's our commitment to client service that sets us apart. But don't just take our word for it...

100% of our government clients are likely to recommend James Moore to their friends and colleagues.

This is according to our Net Promoter Score (NPS) - a leading indicator of customer experience and business growth recognized around the world. A score of 100 is a pretty big number as it is; when it comes to a company's NPS, it's world class. And given the accounting industry average of 19, we'd say that puts us in pretty good (and rare!) company.

What else did our government clients say?

100% of our government client respondents...

- Are satisfied working with us
- Consider our team to be diligent and respectful

Other terms they used to describe us: reliable, responsive, solutions providers, technically excellent and caring.

Commitment to the City of Holly Hill

As seasoned auditors of governmental entities, we know management and elected officials expect the truth but hate surprises. That's why, in addition to the exit conference with management, we offer and encourage your City Commission members to meet with our engagement team to answer your questions and address your concerns.

Outside of the engagement, we will maintain communication throughout the year, keeping appropriate personnel informed about reporting changes affecting them. We also encourage you to call us with questions regarding the engagement or your day-to-day activities; James Moore is committed to serving you in a timely and responsive manner. **Additionally, we provide our government clients with free CPE credit throughout the year via webinars or in-person training.**

We are committed to perform the work within the time period and the proposal is a firm and irrevocable offer for the engagement period.

What our proposal cannot convey is our sincere desire to work with the City of Holly Hill. Our philosophy is simply stated—we believe our efforts should make a contribution to your success each year. We are confident that our services and support will exceed your expectations and prove to be the best value for you.

Sincerely,

JAMES MOORE & CO., P.L.

James Halleran, CPA
Partner

"James Moore & Co was awarded the City's audit and I am pleased to say that the transition was timely, efficient and smooth. The audit team was flexible and respectful with regard to both staff time and past practices. Most importantly, they were responsive to our needs and met our internal deadlines enabling us to submit our CAFR to the GFOA on time. We are pleased to recommend them as an audit firm based on their technical expertise, efficient audit approach and amicable work style."

Bridgette Clements
Director of Finance
City of Titusville

Required Forms

PROPOSER ACKNOWLEDGEMENT FORM

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

RFP TITLE: **ANNUAL INDEPENDENT AUDIT SERVICES**
 RFP NUMBER: **2020-FIN-002**
 RFP DUE DATE & TIME: **July 22, 2020 at 2:00 P.M.**
 RFP DEADLINE FOR QUESTIONS: **July 15, 2020 at 5:00 P.M.**
 RFP OPENING LOCATION: **Holly Hill City Hall Room 227, 1065 Ridgewood Ave,
 Holly Hill, FL 32117**

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

PROPOSER'S NAME: James Moore & Co., P.L.

PROPOSER'S MAILING ADDRESS: 121 Executive Circle

CITY-STATE-ZIP: Daytona Beach, FL 32114

F.E.I.N.: 59-3204548

PHONE NUMBER: 386-257-4100 FAX NUMBER: 386-252-0209

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

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Proposal and certify that I am authorized to sign this Proposal for the Proposer. In submitting a Proposal to the City of Holly Hill, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Holly Hill 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 Holly Hill. 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

James Halleran
 AUTHORIZED SIGNATURE (MANUAL)

James Halleran, CPA
 NAME (TYPED)

Partner
 TITLE

7/21/2020
 DATED

Required Forms

RFP RESPONSE FORM (PG 1 OF 2)

**CITY OF HOLLY HILL, FLORIDA
REQUEST FOR PROPOSALS
ANNUAL INDEPENDENT AUDIT SERVICES
RFP NO. 2020-FIN-002**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

City Clerk, City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

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

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

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

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

<u>Addendum Date</u>	<u>Addendum Number</u>
<u>July 13, 2020</u>	<u>#1</u>
<u>July 17, 2020</u>	<u>#2</u>

Receipt of all of which is hereby acknowledged.

This Proposal 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; PROPOSER has not directly or indirectly induced or solicited any other Submitter to submit a false or sham Submittal; PROPOSER has not solicited or induced any person, firm or a corporation to refrain from bidding; and PROPOSER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

Required Forms

RFP RESPONSE FORM (PG 2 OF 2)

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: James Moore & Co., P.L.

VENDOR/CONTRACTOR LICENSE NUMBER: FEIN 59-3204548

ADDRESS: 121 Executive Circle, Daytona Beach, FL 32114

PHONE NO.: 386-257-4100 FAX NO.: 386-252-0209

PROPOSER'S NAME: James Halleran, CPA
 (Typed or Printed in Ink)

TITLE: Partner

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

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

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

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

Attachment: City of Holly Hill_2020-James Moore (3022 : Auditor Selection)

Required Forms

CONFLICT OF INTEREST

**CITY OF HOLLY HILL, FLORIDA
REQUEST FOR PROPOSALS
ANNUAL INDEPENDENT AUDIT SERVICES
RFP NO. 2020-FIN-002**

**CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT**

- ☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

- ☒ The undersigned firm has had no litigation on any project in the last five (5) years.
- ☐ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

James Moore & Co., P.L.

COMPANY NAME



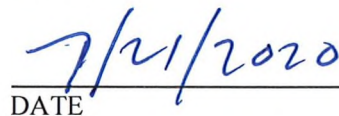
AUTHORIZED SIGNATURE

James Halleran, CPA

NAME (PRINT OR TYPE)

Partner

TITLE



DATE

Attachment: City of Holly Hill_2020-James Moore (3022 : Auditor Selection)

Required Forms

DRUG-FREE WORKPLACE CERTIFICATION

CITY OF HOLLY HILL, FLORIDA REQUEST FOR PROPOSALS ANNUAL INDEPENDENT AUDIT SERVICES RFP NO. 2020-FIN-002

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.

James Moore & Co., P.L.

Company Name

Authorized Signature

James Halleran, CPA

Print Name

Partner

Title

Required Forms

ADDENDUM NUMBER 1 (PG. 1 OF 2)



ADDENDUM NUMBER 1 RFP 20-FIN-02 ANNUAL INDEPENDENT AUDIT SERVICES CITY OF HOLLY HILL

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 20-FIN-02** for the above request for **ANNUAL AUDIT SERVICES** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids MUST be submitted or your bid may be declared Non-Responsive.

A Financial Auditing Services cost proposal form has been attached to this addendum for submission of your proposal. This form must be completed and submitted with your response to this Request for Proposal.

QUESTIONS AND ANSWERS

Q1. Have there been any major changes in the accounting team or internal controls of the City during F/Y 2020? Are any changes expected?

A 1. There have been 3 new staff members join the Finance team: Accounts Payable Clerk II, Finance Clerk II, and a Finance clerk/Cashier. There have been no major changes of internal controls.

Q2. Have there been any new significant transactions that have occurred during F/Y 2020 as compared to F/Y 2019?

A 2. No

Q3. Approximately when does the City receive the OPEB actuarial report? Same question for the Police Officers' and Fire System Plans?

A 3. OPEB report normally received in November following fiscal year end. Police and Fire actuary reports received February following the fiscal year for future valuations.

Q4. What were the audit fees paid for the last three fiscal years' audits? Did the audit firm provide any additional services during those years? If so, what services were provided and what were the fees charged?

A 4. Fiscal year 2019 \$58,750 (including Police & Fire Pension). No single audit was required for FY 2019. Fiscal year 2018 \$57,272 (including Police & Fire Pension). No single audit required was required for FY 2018. Fiscal year 2017 \$50,780 (Included single audit which cost \$3,678). Fire & Police pension audits were performed separately and paid by the respective pension plans.

Q5. What constitutes Local Vendor Preference?

A5. As defined in Resolution 2018-30, Purchasing Policy Section K Policy 2.44: "A local vendor would be interpreted as a bidder, which as of the date of the bid opening, has a valid Business Tax Receipt (BTR) issued by the City of Holly Hill to do business in the City of Holly Hill which authorizes the vendor to provide the

Required Forms

ADDENDUM NUMBER 1 (PG. 2 OF 2)

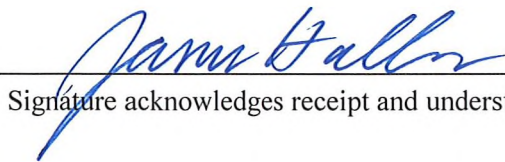
goods, services, or construction to be purchased and has a physical address located within the limits of Holly Hill from which the vendor operates or performs business. A Post Office Box cannot be used to establish physical address. A local vendor preference of no greater than 5% (Not to exceed \$5,000) of the price submitted by the non-local vendor shall be granted with City Commission approval."

Q6. Please provide the audit fees paid for the last five fiscal years. Please separate out the audit fees paid for the single audit (if one was performed).

A6. Please see question 4 above for the last three years. The remaining requested years are as follows: Fiscal year 2016 \$45,932 (No single audit was required). Fiscal year 2015 \$44,864 (no single audit required). Fire & Police pension audits were performed separately and paid by the respective pension plans.

Q7. Please provide the budgeted FY20 audit fees. Please separate out the budgeted fees for the CRA and single audit. Are you expecting a single audit for FY20?

A7. The FY2020 budget includes \$63,500, which includes Police and Fire pension and CRA audit. No single audit requirement is anticipated for FY2020.



Signature acknowledges receipt and understanding of this addendum.

James Halleran, CPA/Partner

Name/Title



Date

Attachment: City of Holly Hill_2020-James Moore (3022 : Auditor Selection)

Required Forms

ADDENDUM NUMBER 2 (PG. 1 OF 1)

ADDENDUM NUMBER 2 RFP 20-FIN-02 ANNUAL INDEPENDENT AUDIT SERVICES CITY OF HOLLY HILL

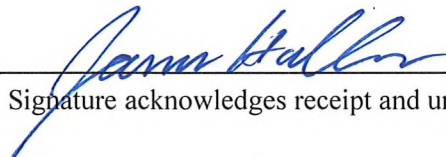
To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 20-FIN-02** for the above request for **ANNUAL AUDIT SERVICES** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids **MUST** be submitted or your bid may be declared Non-Responsive.

QUESTIONS AND ANSWERS

Q1. I was looking at the addendum for Holly Hill audit services and I noted the below regarding fire and police pension audits. I just wanted to confirm that there are not separately issued financial statements and reports for the fire and police pension plans. I did not see anything that indicated that the fire and police pension plans would receive separate independent auditor's reports.

A1. Separate independent audit reports are not required for they Fire and Police pension.



Signature acknowledges receipt and understanding of this addendum.

James Halleran, CPA/Partner

Name/Title



Date

RFP 20-FIN-001 ANNUAL INDEPENDENT AUDIT SERVICES

General Requirements

STATEMENT OF INDEPENDENCE, CONFLICT OF INTEREST

James Moore adheres to all independence rules and interpretations of the AICPA, the State of Florida and the U.S. General Accounting Office's (GAO) *Government Auditing Standards*. Professional and personal relationships with clients that could raise any doubt as to the appearance of independence are constantly re-examined.

The firm and the employees to be assigned to your engagement are independent with respect to the City of Holly Hill, Florida, as defined by generally accepted auditing standards in the United States of America and *Government Auditing Standards* as promulgated by the GAO. We agree to notify you of any professional relationships entered into during the period of this engagement that could affect our independence.



Attachment: City of Holly Hill_ 2020-James Moore (3022 : Auditor Selection)

General Requirements

LICENSE TO PRACTICE IN THE STATE OF FLORIDA

James Moore operates as a Florida Limited Liability Company. Following is a copy of our State of Florida Board of Accountancy Business License, which applies to each of the firm's offices. In addition, each individual assigned to your engagement is properly licensed to practice in the state of Florida.

James Moore has provided continuous auditing services for government organizations for more than 50 years.



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ACCOUNTANCY

THE ACCOUNTANCY CORPORATION HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 473, FLORIDA STATUTES

JAMES MOORE & CO., P.L.

5931 NW 1ST PLACE
GAINESVILLE FL 32607-2063

LICENSE NUMBER: AD0015868

EXPIRATION DATE: DECEMBER 31, 2021

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Attachment: City of Holly Hill_2020-James Moore (3022 : Auditor Selection)

Firm Qualifications and Experience

FIRM PROFILE

OFFICES

James Moore has grown from a sole proprietorship to a regional accounting firm with offices in:

- Daytona Beach
- DeLand
- Gainesville
- Tallahassee

JAMES MOORE & CO., P.L.

- Licensed as a certified public accounting firm
- Limited liability company
- Founded in 1964
- For more than 50 years, our firm's primary focus has been on serving the needs of clients and helping them achieve their goals.

OUR PEOPLE

- Our primary asset
- Focused on creating exceptional career opportunities for our people
- Employs top professionals with diverse accounting, financial and personal experience
- Recruits from local universities and hires individuals in the top 25 percent of their graduating class
- Partner-to-staff ratio of 1-to-6 (Compared to 1-to-9 for most national firms)
- An equal employment opportunity company with a culturally and ethnically diverse workforce

We believe successful engagements embrace close coordination, carefully-defined responsibilities, open lines of communication, and constant quality control.

Your engagement will be based from our Daytona Beach office, located at 121 Executive Circle, Daytona Beach, FL 32114 - only 6.5 miles (a 10-minute drive) from your location. We operate as one firm and not as separate and distinct offices with segregated duties. We accomplish this by employing cloud solutions to manage communication, effectively transferring documents electronically, and maintaining a secure Client Portal. We operate 100% electronically, which allows our staff to collaborate on everything they do, regardless of their location. We understand that utilizing the right technology improves business processes and increases efficiency and collaboration.

A breakdown of the number of employees by position in our offices is included below.

JAMES MOORE & CO., P.L.					
	FIRMWIDE	DAYTONA BEACH	DELAND	GAINESVILLE	TALLAHASSEE
Members (Partners)	17	3	1	11	2
Managers & Directors	33	6	3	22	2
Accounting Staff	70	22	5	29	14
Accounting & Controllership Staff	15	3	0	11	1
Technology Solutions Consulting Staff	8	3	0	4	1
Administrative Staff	21	3	3	13	2
TOTAL	164	40	12	90	22
<i>Governmental Audit Staff</i>	85	22	1	48	14

Firm Qualifications and Experience

AFFILIATIONS & AWARDS



- Named by *Forbes Magazine* as one of America's Top Recommended Tax & Accounting Firms
- Recognized as a Best Firm for Equity Leadership by the *Accounting MOVE Project*, with 53% women partners in our firm.
- *Accounting Today* named James Moore as one of the Top 100 Fastest Growing Accounting Firms in the country in 2018.
- *Florida Trend* has ranked James Moore as one of the Top 25 Accounting Firms in Florida since 2014.
- *Accounting Today* named James Moore a Best Accounting Firm to Work for in 2015 and 2016.
- *INSIDE Public Accounting* recognized James Moore as a Top 200 Firm since 2010 (nine years running!).

Choosing James Moore as your accountant provides you with the close, personalized attention of a regional firm, backed by the additional resources, affiliations, and memberships of a larger international team.

Statewide Affiliation

James Moore is a member of the **Florida Institute of Certified Public Accountants (FICPA)**, as well as various other trade associations related to the industries we serve.

National & International Affiliations

Our firm is a member of the **American Institute of Certified Public Accountants (AICPA)** and the **AICPA Government Audit Quality Center**. This provides us with training and resources for the performance of GAO Yellow Book audits, including single audits of governments and not-for-profits; audits performed under the HUD Audit Guide and various Education Guides; and numerous other grant and assistance program audits.

We're also a member of **AGN International**, an association of independent accounting firms represented in more than 82 nations around the world, complementing our ability to serve our clients. This provides access to a wide array of resources, management tools, educational opportunities, and professional experience.

Governmental Organizations

James Moore is a member in good standing of the following governmental accounting organizations.

- FICPA State and Local Government Section
- Government Finance Officers Association (GFOA)
- Florida Government Finance Officers Association (FGFOA)
- Big Bend Chapter of the FGFOA
- Volusia/Flagler Chapter of the FGFOA
- Nature Coast Chapter of the FGFOA
- North Central Florida Chapter of the FGFOA
- Space Coast Chapter of the FGFOA
- Florida League of Cities
- Volusia League of Cities
- Space Coast League of Cities
- Alachua League of Cities
- Northeast Florida League of Cities
- Northwest Florida League of Cities



Firm Qualifications and Experience

PEER REVIEW OVERVIEW

Quality Control

The firm has written procedures that address quality control with regard to independence, integrity, and objectivity; personnel management practices of hiring; assignment of personnel; professional development and advancement; acceptance and continuance of clients and engagements; engagement performance; and monitoring.

These procedures define the process to provide the firm with assurance that its personnel comply with applicable professional standards and the firm's standards of quality. It is our policy to follow the guidelines of the AICPA, Financial Accounting Standards Board (FASB), Governmental Accounting Standards Board (GASB), and the Government Finance Officers' Association (GFOA).

Peer Review

James Moore is a member of the Center for Audit Quality of the AICPA, and participates in the AICPA Peer Review Program triennially. We have participated in the peer review process since its initial year—long before it was required. The reviews are conducted by other certified public accounting firms and examine our systems of quality control for the accounting and auditing practice. Requirements under the Peer Review Program are stringent and provide for minimum standards in the following areas:

- Method of assigning personnel to engagements
- Hiring of qualified employees
- Supervision of staff personnel
- Independence policies & consultation policies (internal and external) on technical matters
- Continuing professional development and training
- Advancement and promotion of personnel
- Acceptance and continuance of clientele
- Inspection reviews of quality control policies & procedures

James Moore has successfully completed 14 triennial peer reviews with no letters of comment or deficiencies ever reported. Our fourteenth peer review report, dated April 11, 2018, can be found on the following page.

You will note that our peer review notes a “pass” rating, which is the best rating awarded. This peer review included a review of nonprofit and governmental engagements. In the peer review process, the peer review team evaluates and tests compliance with the firm's system of quality control. Significant instances of noncompliance normally result in a qualified report. We are strong advocates of the peer review process and self-regulation within the profession. In addition, James Moore conducts peer reviews of other firms throughout the country.

Although receiving a “pass” rating on our peer reviews are a source of great pride to us, what does it mean to you? It simply means that James Moore has a system of internal control that maximizes the quality of its people, procedures, and its ultimate product. Our firm requires its professional personnel to approach all engagements with objectivity and fairness. Personnel are particularly sensitive to the requirement for confidential treatment of any information obtained during the course of the audit prior to release of audit reports.

Federal or State Desk Reviews, Field Reviews & Disciplinary Actions

The firm has had no reports or records of substandard work. There have been no federal or state desk reviews or field reviews of its audits. There have been no disciplinary actions taken or pending against the firm or any partners or employees of the firm by state regulatory bodies or professional organizations within the last three years or in the history of the firm.

Firm Qualifications and Experience

PEER REVIEW REPORT (PG. 1 OF 2)

HADDOX
REID
EUBANK
BETTS PLLC

CPAs & Advisors

REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

April 11, 2018

To the Members
James Moore & Co., P.L.
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of James Moore & Co., P.L. (the firm) in effect for the year ended October 31, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

One Jackson Place, Suite 500 ■ P.O. Drawer 22507 ■ Jackson, MS 39225-2507 ■ Ph: 601-948-2924 ■ Fx: 601-960-9154 ■ www.HaddoxReid.com

Firm Qualifications and Experience

PEER REVIEW REPORT (PG. 2 OF 2)

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, and audits of employee benefit plans and an examination of a service organization (SOC 2 engagement).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of James Moore & Co., P.L. in effect for the year ended October 31, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency (ies)* or *fail*. James Moore & Co., P.L. has received a peer review rating of *pass*.

Haddox Reid Embank Betts PLLC

Attachment: City of Holly Hill_2020-James Moore (3022 : Auditor Selection)

Firm Qualifications and Experience

GOVERNMENT SERVICES TEAM

Government entities are a cornerstone of our firm's practice. So our Government Services Team is entrenched in your industry, because understanding the issues you face is the key to helping you overcome them. These team members work primarily with government clients and maintain memberships in and contacts with prominent industry organizations.

James Moore has provided auditing services for over 100 local governments and related organizations. As a result of this experience, we thoroughly understand the workings of entities like yours and can perform your audit efficiently and thoroughly - resulting in a cost effective yet thorough engagement.

However, we're more than just a government auditor; we assist with all of the complexities associated with financial reporting and daily challenges. In addition to independent auditing services, solutions we provide include:

- Federal & State Compliance Solutions
- Financial Condition Assessments
- Budget Development/Evaluation
- Internal Control Analyses
- Elected Official Orientation
- Comprehensive Annual Financial Reports
- New Standard Implementation Assistance
- Forensic Auditing
- Decision Validation
- Finance Director Solutions

- Revenue Enhancement Audits
- Needs Assessments - Financial & IT
- Rate Studies
- Audit Readiness
- Actuarial Report Interpretations
- Risk Management Assistance
- Lean Six Sigma
- Fund Balance Planning & Management
- Agreed-Upon Procedures
- Comfort letters in connection with debt securities

The leaders of your engagement team, James Halleran and Zach Chalifour, currently serve on the GFOA's CAFR Review Committee, which reviews CAFRs of governmental entities to determine if a CAFR meets the reporting requirements necessary to obtain the Certificate of Achievement for Excellence in Financial Reporting.

James has also served on the FICPA Local Government Committee for several years and the FGFOA Technical Resource Committee. In addition, both he and Zach have taught at several FGFOA Conferences and local chapter meetings and are frequent speakers throughout the state of Florida.



Firm Qualifications and Experience

COMPREHENSIVE GOVERNMENT EXPERIENCE

Our firm has audited over 100 governmental entities (local and state), giving us in-depth knowledge of your needs and requirements. A complete list of our municipal and county government experience is as follows:

COUNTIES

Baker
Flagler
Gilchrist
Hamilton
Levy
Union
Volusia
Wakulla

Crescent City
Crystal River
Daytona Beach
Daytona Beach Shores
DeLand
Edgewater
Fernandina Beach
Flagler Beach
Golden Beach
Grand Ridge
Green Cove Springs
Greensboro
Greenville
Hampton
Havana
High Springs
Hilliard
Inglis
Interlachen
Lake City
Lake Helen
Lynn Haven
Malabar

Marco Island
Melbourne (special project)
Melbourne Beach
Midway
Monticello
Newberry
New Smyrna Beach
Orange Park
Ormond Beach
Palm Coast
Port Orange
Quincy
St. Augustine Beach
St. Marks
St. Pete Beach
Starke
Titusville
Welaka
Williston
Winter Park
Yankeetown

MUNICIPALITIES

Altha
Astatula
Atlantic Beach
Avon Park
Bristol
Bunnell
Callahan
Cape Canaveral
Carrabelle
Casselberry (special project)
Chattahoochee
Chiefland



Firm Qualifications and Experience

SINGLE AUDIT EXPERIENCE

James Moore has extensive experience preparing single audits for government organizations in accordance with Government Auditing Standards, issued by the Comptroller General of the United States (Yellow Book), OMB Uniform Grant Guidance, the Florida Single Audit Act, and Rules of the Auditor General, Chapter 10.550.

We have performed single audits for the following governmental clients (current and former).

- Baker County
- Capital Region Transportation Planning Agency
- City of Avon Park
- City of Bristol
- City of Bunnell
- City of Carrabelle
- City of Cape Canaveral
- City of Crystal River
- City of Daytona Beach
- City of Daytona Beach Shores
- City of DeLand
- City of Edgewater
- City of Flagler Beach
- City of Green Cove Springs
- City of High Springs
- City of Lake City
- City of Lynn Haven
- City of Monticello
- City of New Smyrna Beach
- City of Ormond Beach
- City of Palm Coast
- City of Port Orange
- City of St. Augustine Beach
- City of St. Marks
- City of St. Pete Beach
- City of Titusville
- City of Williston
- City of Winter Park
- Clay County Utility Authority
- Flagler County
- Florida Governmental Utility Authority
- Gilchrist County
- Hamilton County
- Levy County
- North Florida Broadband Authority
- Northeast Florida Regional Council
- Northwest Florida Water Management District
- Putnam-Clay-Flagler EOC, Inc.
- Space Coast Transportation Planning Organization
- St. Johns River Water Management District
- Southwest Florida Water Management District
- Suwannee River Water Management District
- Suwannee Valley Transit Authority
- Town of Altha
- Town of Grand Ridge
- Town of Greensboro
- Town of Greenville
- Town of Havana
- Town of Interlachen
- Town of Orange Park
- Union County
- Volusia County
- River to Sea Transportation Planning Organization
- Wakulla County
- Wakulla County School Board

Firm Qualifications and Experience

CERTIFICATE OF ACHIEVEMENT FOR EXCELLENCE IN FINANCIAL REPORTING (CAFR)

James Moore has extensive experience in assistance with preparation of comprehensive annual financial reports and auditing governmental and nonprofit entities in accordance with Government Auditing Standards, issued by the Comptroller General of the United States (Yellow Book), OMB Uniform Grant Guidance, the Florida Single Audit Act, and Rules of the Auditor General, Chapter 10.550.

Two members of your engagement team, Zach Chalifour and James Halleran, currently serve on the GFOA's CAFR Review Committee. This committee reviews CAFRs of governmental entities in order to determine whether a CAFR meets the reporting requirements necessary to obtain the Certificate of Achievement for Excellence in Financial Reporting.

Our government clients (current and former) served by this office that have participated in the Certificate of Achievement for Excellence in Financial Reporting Program are as follows:

- City of Avon Park
- City of Cape Canaveral
- City of Daytona Beach
- City of Daytona Beach Shores
- City of DeLand
- City of Edgewater
- City of New Smyrna Beach
- City of Ormond Beach
- City of Palm Coast
- City of Port Orange
- City of St. Pete Beach
- City of Titusville
- City of Winter Park
- County of Union
- County of Volusia
- Florida Governmental Utility Authority
- Seacoast Utility Authority
- St. Johns River Water Management District
- Southwest Florida Water Management District

Attachment: City of Holly Hill_2020-James Moore (3022 : Auditor Selection)

Firm Qualifications and Experience

EXPERIENCE WITH RETIREMENT/PENSION PLANS



Avon Park Firefighters' Pension Plan
 Avon Park Police Officers' Pension Plan
 Bunnell Firefighters' Pension Plan
 DeLand Firefighters' Pension Plan
 DeLand General Employees' Pension Plan
 DeLand Police Officers' Pension Plan
 Edgewater Firefighters' Pension Plan
 Edgewater General Employees' Pension Plan
 Edgewater Police Officers' Pension Plan
 Flagler Beach Firefighters' Pension Plan
 Flagler Beach Police Officers' Pension Plan
 Green Cove Springs Police Officers' Pension Plan
 Halifax Pension Plan
 Holly Hill Police Pension Plan
 Melbourne Beach Police Officers' Pension Plan
 New Smyrna Beach Firefighters' Pension Plan
 New Smyrna Beach Police Officers' Pension Plan

Orange Park Firefighters' Pension Plan
 Orange Park General Pension Plan
 Orange Park Police Officers' Pension Plan
 Ormond Beach Firefighters' Pension Plan
 Ormond Beach General Employees' Pension Plan
 Ormond Beach Police Officers' Pension Plan
 Palm Coast Firefighters' Pension Plan
 Port Orange Firefighters' Pension Plan
 Port Orange General Employees' Pension Plan
 Port Orange Police Officers' Pension Plan
 Titusville General Pension Plan
 Titusville Police Officers' and Firefighters' Pension Plan
 Winter Park Firefighters' Pension Plan
 Winter Park Police Officers' Pension Plan

Attachment: City of Holly Hill_2020-James Moore (3022 : Auditor Selection)

Firm Qualifications and Experience

PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE

We believe that successful engagement performance requires a strong, functional team. Our approach to selecting an engagement team is based on the need for close coordination, carefully-defined responsibilities, open lines of communication, and constant quality control throughout the engagement. We hire the best from around the state, bringing value to our partnership with clients.

All accountants assigned to your engagement are licensed to practice as certified public accountants in the state of Florida. Every team member has extensive experience serving governmental entities and at least 24 hours of governmental accounting and auditing-related CPE. Their résumés are included on the following pages.

James Halleran, CPA, Engagement Partner, will have complete and final responsibility for the audit, from planning to presentation of the financial statements. He is also responsible for ensuring the highest quality of client service and technical competence.

Zach Chalifour, CPA, Engagement Quality Control Review Partner, will perform the second partner review of the financial statements. He will also be available to the entire audit team for all aspects of the engagement.

Caitlan Walker, CPA, Director, will be responsible for the planning and oversight of the federal and state single audit testing over the City's compliance with rules and regulations in accordance with the Uniform Grant Guidance and the Florida Single Audit Act.

Doug Gillikin, CPA, Manager, will be responsible for the oversight of the audit staff accountants and the performance of audit fieldwork. He will also assist with the preparation of financial statements and reports and the performance of audit fieldwork.

Josh Van Zandt, CPA, Senior Accountant, will perform various aspects of the engagement, including planning, execution and supervision of fieldwork and preparation of final audit reports.

Brendan McKittrick, CPA, CISA, Senior Manager/IT Audit Manager, will participate in all aspects of the audit, from planning, performance and supervision of fieldwork to the preparation of financial statements and reports. He will also perform IT assessments, risk assessments, IT general controls, and other technology-related services.



Firm Qualifications and Experience

RÉSUMÉS

JAMES HALLERAN, CPA LEAD PARTNER

James has more than 25 years of experience providing accounting and consulting services for nonprofit organizations and government entities. He is a key member of our firm's Nonprofit and Government Services Teams.



ENGAGEMENT RESPONSIBILITIES

As the Lead Partner, James will serve as the primary point of contact and will have complete and final responsibility for the engagement. He will oversee and approve all procedures and will also be responsible for ensuring the highest quality of client services.

EXPERIENCE

James's experience includes a wide range of assignments with an emphasis on nonprofit and governmental auditing. During his tenure with the firm, James has been involved with nonprofit organizations that receive state and federal financial assistance subject to Government Auditing Standards, Florida Single Audit Act and with OMB Uniform Grant Guidance. He has performed consulting services in the area of internal controls, agreed-upon procedures, and system design. In addition, he has performed internal inspections and external peer reviews for the firm in accordance with peer review requirements.

James is recognized statewide as an expert for government auditing and reporting, and he currently serves on the technical resource committee for the FGFOA. He is often called upon to teach training courses within the firm and for the FICPA and FGFOA. Additionally, he serves as a CAFR reviewer for the GFOA.

James is also the Partner-in-Charge of the Strategic Nonprofit Alliance Partnership (SNAP) educational training for the firm's Daytona Beach office.

EDUCATION & CONTINUING PROFESSIONAL EDUCATION

James received a Master of Science in Taxation and a Bachelor of Science degree in Business Administration with a Major in Accounting from the University of Central Florida. He has exceeded the CPE requirements of the State Board, with classes specific to nonprofit and governmental auditing, as required by the U.S. Government Accountability Office.

MEMBERSHIPS

American Institute of
Certified Public Accountants
(Member of the Not-For-Profit Section
and Government Audit Quality Center)

Florida Institute of
Certified Public Accountants
(Past Steering Committee of the
State & Local Government Section)

Government Finance Officers Association
(CAFR Reviewer)

Florida Government
Finance Officers Association
(Technical Resource Committee
and Instructor)

Volusia/Flagler Chapter of the Florida
Government Finance Officers Association
(Instructor)

Northeast Florida League of Cities

Volusia League of Cities

Space Coast League of Cities

United Way of
Volusia and Flagler Counties, Inc.
(Past Chair and Treasurer)

Strategic Nonprofit Alliance Partnership
(Partner-in-Charge -
Volusia/Flagler Group)

Rotary Club of Daytona Beach
(Past Treasurer)

Port Orange/South Daytona Chamber of
Commerce (Past Board Member)

Leadership Port Orange/South Daytona
Chamber Alumni

Volusia County Citizens Academy Alumni

Firm Qualifications and Experience

RÉSUMÉS

JAMES HALLERAN, CPA
LEAD PARTNER

RELEVANT EXPERIENCE

MUNICIPALITIES

Astatula
Avon Park
Bunnell
Cape Canaveral
Chattahoochee
Chiefland
Crescent City
Daytona Beach
Daytona Beach Shores
DeLand
Edgewater
Flagler Beach
Green Cove Springs
Hampton
Havana
High Springs
Hilliard
Interlachen
Lynn Haven
Melbourne Beach
Midway
Newberry
New Smyrna Beach
Ormond Beach
Palm Coast
Port Orange
South Daytona
St. Augustine Beach
St. Pete Beach
Starke
Titusville
Welaka
Winter Park
Williston

COUNTIES

Baker
Flagler
Gilchrist

Levy

Union

Volusia

RETIREMENT/PENSION

City of Holly Hill Police Pension Plan
City of Port Orange General Employees
Defined Benefit Plan
City of Port Orange Police Pension Plan
Halifax Health Pension Plan

SCHOOLS/SCHOOL DISTRICTS

The Chiles Academy
Choices in Learning
School for Accelerated Learning & Technologies, Inc.

OTHER GOVERNMENTAL ORGANIZATIONS

Bridge Harbor Community Development District
Clay County Development Authority
Clay County Utility Authority
Daytona Beach Racing and
Recreational Facilities District
Florida Governmental Utility Authority
Florida PACE Funding Agency
Housing Finance Authority of Volusia County
Indian River Lagoon (IRL) Council
Northeast Florida Regional Council
Northwest Florida Water Management District
River to Sea Transportation Planning Organization
Seacoast Utility Authority
Southeast Volusia Area Advertising Authority
Southeast Volusia Hospital District
Southwest Florida Water Management District
Space Coast Transportation Planning Organization
St. Johns River Water Management District
St. Lucie West Services District
Villages of Avignon Community Development District
Volusia Council of Governments (VCOG)
West Volusia Area Advertising Authority
West Volusia Hospital Authority

Attachment: City of Holly Hill_2020-James Moore (3022 : Auditor Selection)

Firm Qualifications and Experience

RÉSUMÉS



ZACH CHALIFOUR, CPA QUALITY CONTROL REVIEW PARTNER

Zach has nearly 15 years of experience serving government entities. As a result of his experience, he leads our Government Services Team and serves as an integral member of the firm's Accounting & Auditing Team.

ENGAGEMENT RESPONSIBILITIES

As the Quality Control Review Partner, Zach will perform the second partner review of the financial statements. He will also be available to the entire engagement team for all aspects of the engagement.

EXPERIENCE

Throughout his career with the firm, Zach's primary focus has been on rendering services for government entities with budgets ranging from \$1 million to nearly \$1 billion, including those that have received annual federal and state assistance subject to OMB Uniform Guidance and the Florida Single Audit Act of almost \$100 million.

The leader of our firm's Government Services Team, Zach has also worked with numerous clients to assist in the early implementation of new GASB standards, and he has also served in a consulting capacity to assist entities and organizations prepare for their external audits and to prepare financial statements. Zach also brings a unique perspective to the audit environment based on his inside working knowledge of local government finance, having served as the contract Finance Director for the City of Lake Helen since early 2019.

As a result of his extensive governmental auditing and accounting experience, Zach has spoken at the FGFOA Conference and School of Government Finance, various local FGFOA chapters, and conducted several webinars on topics addressing single audits and the Uniform Guidance, GASB standard updates, internal control best practices, and various other topics. Zach is also a CAFR reviewer for the GFOA.

EDUCATION & CONTINUING PROFESSIONAL EDUCATION

Zach received a Master of Accountancy and Bachelor of Business Administration with a Major in Accounting Information Systems from Stetson University. He has exceeded the CPE requirements of the State Board, with classes specific to nonprofit and governmental auditing, as required by the U.S. Government Accountability Office.

MEMBERSHIPS

American Institute of
Certified Public Accountants
(Member of the
Government Audit Quality Center)

Florida Institute of
Certified Public Accountants
(State & Local Government
Section)

Government Finance Officers
Association (CAFR Reviewer)

Florida Government Finance
Officers Association
(Planning Conference Committee
and Instructor)

Space Coast Chapter of the FGFOA

Volusia/Flagler Chapter of the
Florida Government Finance
Officers Association

Space Coast League of Cities

Volusia League of Cities

Florida Court Clerks and
Comptrollers (Partner)

Florida Tourist Development Tax
Association

Firm Qualifications and Experience

RÉSUMÉS

ZACH CHALIFOUR, CPA
QUALITY CONTROL REVIEW PARTNER

RELEVANT EXPERIENCE

MUNICIPALITIES

Astatula
 Bristol
 Bunnell
 Cape Canaveral
 Carrabelle
 Casselberry (special project)
 Chattahoochee
 Chiefland
 Crescent City
 Cross City
 DeLand
 Edgewater
 Grand Ridge
 Green Cove Springs
 Greensboro
 Greenville
 Havana
 Hampton
 High Springs
 Hilliard
 Inglis
 Interlachen
 Lake City
 Lake Helen
 Lynn Haven
 Malabar
 Marco Island (fraud investigation)
 Melbourne (special project)
 Melbourne Beach
 New Smyrna Beach
 Ormond Beach
 Palm Coast
 Port Orange
 St. Augustine Beach
 St. Pete Beach
 Starke
 Titusville
 Welaka
 Winter Park

Yankeetown

COUNTIES

Baker
 Gilchrist
 Levy
 Union
 Volusia

GOVERNMENT RETIREMENT/PENSION

City of Port Orange General Employees
 Defined Benefit Plan
 City of Port Orange Police Pension Plan
 Halifax Pension Plan

SCHOOLS/SCHOOL DISTRICTS

Flagler County School District (Internal Accounts)
 Seminole County School District (Internal Accounts)
 St. Johns School District (Internal Accounts)

OTHER GOVERNMENTAL ORGANIZATIONS

Big Bend Water Authority
 Bridge Harbor Community Development District
 Capital Region Transportation Planning Organization
 Clay County Development Authority
 Clay County Utility Authority
 Florida Governmental Utility Authority
 Florida PACE Funding Agency
 Halifax Area Advertising Authority
 Housing Finance Authority of Volusia County
 Indian River Lagoon (IRL) Council
 North Florida Broadband Authority
 Northeast Florida Regional Council
 Northwest Florida Water Management District
 Seacoast Utility Authority
 Space Coast Transportation Planning Organization
 Southeast Volusia Advertising Authority
 Southeast Volusia Hospital District
 Southwest Florida Water Management District
 St. Lucie West Services District
 St. Johns River Water Management District
 Volusia County Industrial Development Authority
 West Volusia Tourism Advertising Authority
 West Volusia Hospital Authority

Attachment: City of Holly Hill_2020-James Moore (3022 : Auditor Selection)

Firm Qualifications and Experience

RÉSUMÉS

CAITLAN WALKER, CPA DIRECTOR, SINGLE AUDIT

Caitlan serves as an auditor and trusted advisor to nonprofit organizations, government entities and privately-held entities. As a result of her experience, she serves as a key member of the firm's Accounting and Auditing Team.

ENGAGEMENT RESPONSIBILITIES

As the Single Audit Engagement Director, Caitlan will play a role in planning, performance and supervision of fieldwork, and preparation of the financial statements and reports.

EXPERIENCE

Although Caitlan serves clients in a broad range of industries, her focus is on serving the needs of nonprofit and government organizations. As a result of her experience, she serves as an integral member of the firm's Accounting & Auditing Team, where she focuses on single audits and compliance testing. Caitlan also serves in a consulting capacity to assist entities and organizations better prepare for their external audits and preparation of financial statements.

EDUCATION & CONTINUING PROFESSIONAL EDUCATION

Caitlan graduated with her Master of Accountancy and graduated Cum Laude with her Bachelor of Science in Business Administration from Stetson University. She has exceeded the CPE requirements of the State Board, with classes specific to nonprofit and governmental auditing, as required by the U.S. Government Accountability Office.

MEMBERSHIPS

American Institute of
Certified Public Accountants
(Member of the Government Audit
Quality Center)

Florida Institute of
Certified Public Accountants
(State & Local Government
Section)

Volusia/Flagler Chapter of the
Florida Government Finance
Officers Association

Volusia League of Cities

Space Coast League of Cities

Volusia Young Professionals Group
(Former Board Member)

Strategic Nonprofit Alliance
Partnership (SNAP), Inc. (Member)

Susan G. Komen Race for the Cure
(Volunteer)

Beta Alpha Psi (Member)

Zeta Tau Alpha,
Stetson University Chapter
(Financial Advisor)

Firm Qualifications and Experience

RÉSUMÉS

CAITLAN WALKER, CPA
DIRECTOR, SINGLE AUDIT

RELEVANT EXPERIENCE

MUNICIPALITIES

Avon Park
 Bunnell
 Cape Canaveral
 DeLand
 Edgewater
 New Smyrna Beach
 Ormond Beach
 Port Orange
 St. Augustine Beach
 Titusville

COUNTIES

Union
 Volusia

OTHER GOVERNMENTAL ORGANIZATIONS

Bridge Harbor Community Development District
 Clay County Utility Authority
 Florida Governmental Utility Authority
 Florida PACE Funding Agency
 Halifax Area Advertising Authority
 Housing Finance Authority of Volusia County
 Indian River Lagoon (IRL) Council
 Southeast Volusia Advertising Authority
 Space Coast Area Transit
 Space Coast Transportation Planning Organization
 West Volusia Advertising Authority

Attachment: City of Holly Hill_2020-James Moore (3022 : Auditor Selection)

Firm Qualifications and Experience

RÉSUMÉS

DOUG GILLIKIN, CPA MANAGER

Doug has over 10 years of experience in the accounting industry. His focus is on serving the needs of nonprofit and government organizations and helping them achieve their goals. He is a key member of the firm's Government and Nonprofit Services Teams.



ENGAGEMENT RESPONSIBILITIES

As the Manager assigned to the engagement, Doug will be responsible for the oversight of the audit staff accountants, the performance of audit fieldwork, and for assisting with the preparation of financial statements and reports, and will assist in the performance of audit fieldwork.

EXPERIENCE

A certified public accountant in the state of Florida, Doug's experience includes a wide range of assignments for nonprofit and governmental organizations. He has the experience needed to help develop solutions to strengthen internal controls and improve financial reporting. As a result of his experience he serves as an integral member of the firm's Government and Nonprofit Services Teams.

Doug has completed presentations on topics such as internal controls and the new COSO framework. His most recent presentation was completed to members of the Treasure Coast Chapter of the FGFOA.

EDUCATION & CONTINUING PROFESSIONAL EDUCATION

Doug received a Master of Accountancy from the University of North Florida and a Bachelor of Arts in Accounting from Flagler College. He has exceeded the CPE requirements of the State Board, with classes specific to nonprofit and governmental auditing, as required by the U.S. Government Accountability Office.

MEMBERSHIPS

American Institute of
Certified Public Accountants
(Member of the
Government Audit Quality Center)

Florida Institute of
Certified Public Accountants
(State & Local Government Section)

Daytona Beach Regional Chamber of
Commerce (Board Member)

One Voice for Volusia
(Treasurer)

Daytona Beach Police Foundation
(Treasurer)

Volusia Civic League

Volusia Young Professionals Group
(Past President and Former
Treasurer)

Volusia League of Cities

Space Coast League of Cities

Space Coast Chapter of the Florida
Government Finance Officers
Association

Leadership Daytona, Class of XXXIV

Strategic Nonprofit Alliance
Partnership (SNAP), Inc.,
Member

AWARDS & RECOGNITIONS

40 under Forty for 2016, Daytona
Beach News-Journal

Firm Qualifications and Experience

RÉSUMÉS

DOUG GILLIKIN, CPA
MANAGER

RELEVANT EXPERIENCE

MUNICIPALITIES

Astatula
Cape Canaveral
DeLand
Edgewater
Green Cove Springs
Lake City
Malabar
Melbourne (special project)
Melbourne Beach
New Smyrna Beach
Ormond Beach
Palm Coast
Port Orange
St. Augustine Beach
St. Pete Beach
Titusville

COUNTIES

Baker
Union
Volusia

SCHOOLS/SCHOOL DISTRICTS

The Chiles Academy

GOVERNMENT RETIREMENT/PENSION

City of Port Orange General Employees
Defined Benefit Plan
City of Port Orange Police Pension Plan
Halifax Pension Plan

OTHER GOVERNMENTAL ORGANIZATIONS

Clay County Development Authority
Daytona Beach Racing and
Recreational Facilities District
Florida Governmental Utility Authority
Halifax Area Advertising Authority
Indian River Lagoon (IRL) Council
Northeast Florida Regional Council
Space Coast Transportation Planning Organization
Southeast Volusia Advertising Authority
Volusia Council of Governments
West Volusia Tourism Advertising Authority

Attachment: City of Holly Hill_2020-James Moore (3022 : Auditor Selection)

Firm Qualifications and Experience

RÉSUMÉS



JOSH VAN ZANDT, CPA SENIOR ACCOUNTANT

Josh has six years of experience providing auditing, tax, and personalized accounting services to government entities, nonprofit organizations, and privately held businesses.

ENGAGEMENT RESPONSIBILITIES

As the Senior Accountant, Josh will be responsible for various aspects of the engagement, from planning, performance and supervision of fieldwork, data extraction testing, and preparation of final audit reports.

EXPERIENCE

Josh has six years of professional accounting experience in both audit and tax capacities. At James Moore, he works on audit and attestation engagements primarily for the government and nonprofit industries. He also performs other assurance engagements in areas such as employee benefit plans and for-profit businesses.

EDUCATION & CONTINUING PROFESSIONAL EDUCATION

Josh earned a Bachelor of Arts in Accounting from Cedarville University. He has exceeded the CPE requirements of the State Board, with classes specific to governmental and nonprofit auditing, as required by the U.S. Government Accountability Office.

MEMBERSHIPS

American Institute of
Certified Public Accountants
(Member of the
Government Audit Quality Center)

Florida Institute of
Certified Public Accountants
(State & Local Government
Section)

Volusia Young Professionals Group

Delta Mu Delta
(Former Officer)

RELEVANT EXPERIENCE

City of Cape Canaveral, Florida
City of Edgewater, Florida
City of Green Cove Springs, Florida
City of Lake Helen, Florida
City of Ormond Beach, Florida
City of Palm Coast, Florida
City of Port Orange, Florida
City of Starke, Florida
City of Titusville, Florida
Clay County Utility Authority
Florida Governmental Utility Authority

Florida PACE Funding Agency
Halifax Area Advertising Authority
Seacoast Utility Authority
Southeast Volusia Advertising Authority
Stewart-Marchman-Act Behavioral Healthcare
Stewart-Marchman-Act Foundation, Inc.
Town of Astatula, Florida
Town of Malabar, Florida
Town of Melbourne Beach, Florida
Volusia County, Florida

Firm Qualifications and Experience

RÉSUMÉS

BRENDAN MCKITRICK, CPA, CISA SENIOR MANAGER / IT AUDIT MANAGER

Brendan has over 10 years of experience in the accounting industry. As a CPA and CISA, Brendan works closely with organizations in a broad range of industries to provide a variety of IT-related audit services and financial statement audits.

ENGAGEMENT RESPONSIBILITIES

Brendan will perform IT assessments, risk assessments, IT general controls, and other technology-related services. He will also participate in and help manage all aspects of the audit, from planning, performance, and supervision of fieldwork to the preparation of financial statements and reports.

EXPERIENCE

A Certified Information Systems Auditor, Brendan stays current on technology related audit standards and focuses his career on providing IT assessments, risk assessments, IT general controls, application controls, data extraction, and related IT consulting services for his clients.

As a Senior Manager, Brendan is also skilled in managing and monitoring the audit process, including planning meetings, testing, risk assessment, evaluation, and developing the engagement approach.

As a result of his experience serving related entities, Brendan serves as an integral member of the firm's Government and Higher Education Services Teams.

EDUCATION & CONTINUING PROFESSIONAL EDUCATION

Brendan received a Master of Science in Information Systems and Operations Management and a Bachelor of Science in Accounting from the University of Florida. He has exceeded the continuing professional education requirements of the State Board, with classes specific to nonprofit and governmental auditing, as required by the U.S. Government Accountability Office.

MEMBERSHIPS

American Institute of
Certified Public Accountants
(Member of the
Government Audit Quality Center)

Florida Institute of
Certified Public Accountants
(State & Local Government
Section)

Florida Government Finance
Officers Association (FGFOA)

North Central Chapter of the
FGFOA

Florida League of Cities

Alachua League of Cities

Northeast Florida League of Cities

Suwannee Valley League of Cities

Information Systems Audit and
Control Association (ISACA)

College Athletic Business
Management Association
(CABMA)

National Association of College
and University Business Officers
(NACUBO)

Firm Qualifications and Experience

RÉSUMÉS

BRENDAN MCKITRICK, CPA, CISA
SENIOR MANAGER / IT AUDIT MANAGER

RELEVANT EXPERIENCE

MUNICIPALITIES

Cape Canaveral
 Chiefland
 Crescent City
 Cross City
 DeLand
 Ft. Lauderdale
 Green Cove Springs
 Hampton
 High Springs
 Inglis
 Interlachen
 Lake City
 Lakeland
 Ormond Beach
 Palm Coast
 Port Orange
 Starke
 St. Pete Beach
 Tampa
 Titusville
 Welaka
 Yankeetown

COUNTIES

Baker
 Union
 Volusia

OTHER GOVERNMENTAL ORGANIZATIONS

Big Bend Water Authority
 Southwest Florida Water Management District
 St. Johns River Water Management District

HIGHER EDUCATION

AutoNation Cure Bowl
 California State University - Sacramento
 Department of Athletics
 East Carolina University Department of Athletics
 Florida Atlantic University Department of Athletics
 Florida International University Department of Athletics
 Jacksonville University
 Northern Illinois University Department of Athletics
 San Jose State University Athletics
 University Athletic Association, Inc. (University of Florida)
 University of Central Florida Athletics Association, Inc.
 University of New Hampshire Intercollegiate Athletics
 University of North Carolina Wilmington
 Department of Athletics
 University of North Dakota Athletics Department
 University of South Florida Department of Athletics
 Gator Boosters, Inc.
 UCF Convocation Corporation
 UCF Finance Corporation
 UCF Stadium Corporation
 University of Florida College of Pharmacy Faculty
 Practice Association, Inc.

NONPROFITS

North Florida Botanical Society
 Park of the Palms, Inc.
 Suwannee Valley Community Coordinated Child Care
 Transitional Living of North Central Florida

Attachment: City of Holly Hill_2020-James Moore (3022 : Auditor Selection)

Firm Qualifications and Experience

CONTINUING PROFESSIONAL EDUCATION

James Moore provides extensive training programs to ensure that our staff obtains the best Continuing Professional Education (CPE) possible. Structure and standardization of CPE is based on an individual's public accounting experience, level, area of concentration, and office location. If individuals are involved in government accounting, a significant percentage of their CPE is attained in relevant government accounting courses. **Following is a representative list of course titles for relevant CPE obtained by the members of your engagement team in the last three (3) years:**

- Accounting & Auditing Research
- Annual A&A Retreat (2017, 2018, 2019)
- Annual A&A Update (2017, 2018, 2019)
- Annual AICPA Professional Update (2017, 2018, 2019)
- Annual Economic Update (2017, 2018, 2019)
- Annual Employee Benefit Plans Update (2017, 2018, 2019)
- Annual Florida CPA Ethics (2017, 2018, 2019, 2020)
- Annual Governmental GAAP Update (2017, 2018, 2019)
- Annual Tax Updates (2017, 2018, 2019)
- Addressing Common Documentation Deficiencies
- AICPA Independence Exposure Draft: Entities Included in State and Local Government Financial Statements
- AICPA Peer Review Update: Government Auditing Standards
- Auditing Standards Update
- Auditor's Role in Cybersecurity Risk Management
- Being Prepared for Your Journey to The Cloud
- Bond Issuance Focus - Accounting and Best Practice
- Common Financial Reporting Deficiencies
- Coronavirus/COVID-19: Business planning and Impacts
- COVID19 & Relief Funding: Single Audit Compliance Considerations
- Cybersecurity: Governance, Threats & Risk Management
- Defending Against the Fraud Epidemic
- Employee Benefit Plans Update
- Families First Coronavirus Response Act (GFOA)
- FEMA Accounting & Auditing
- FGFOA - Ethics for Governmental CPAs in Florida
- FGFOA Conference Opening General Session
- Fixing the Pain: Identifying Problems and Creating Solutions for Local Governments
- Fraud, Fiscal Pressures and Professional Skepticism Collide
- GAO/ASB Update
- Generally Accepted Government Auditing Standards: The New Yellow Book
- Government/NFP A&A Update and Best Practices
- Government/NFP Audits: Efficiencies, Best Practices and Common Deficiencies
- How Data Analytics Detect Fraud
- Internal Control: Best Practices and What Can Go Wrong
- Internal Controls in the Single Audit - Focus on Quality
- Market, Financing and Investment Update for Small Local Government
- New Revenue Recognition Standard
- Procurements Under FEMA Awards During Periods of Emergency
- Procurement Under the Uniform Guidance: The Time is Now!
- Public Records, Sunshine Law and Ethics
- Ransomware Preparedness Tips and Other Considerations
- Risky Business? Conducting Remote Audits in Uncertain Times
- Short Term Cash Investments, Rising Short Terms Rates & Role of the Federal Reserve
- Single Audit Update
- State and Local Government COVID-19 Town Hall
- Staying Secure When Transforming to a Digital Government
- The 2018 Yellow Book: What You Need to Know
- The Nuts and Bolts of Public Defined Contribution Plans
- Top 10 Issues Auditors Should Focus On-GASB
- Trends and Challenges in Government Accountability (Yellow Book)
- Understanding Property Tax Assessment in Florida (FGFOA)
- Uniform Grant Guidance: Challenges, Best Practice and More
- Uniform Guidance Year 3: A Deeper Dive Into Challenging Audit Areas
- Uniform Guidance: Auditor Lessons Learned
- Yellow Book Independence
- 2017 Compliance Auditing
- 2017 GAQC Annual Update Webcast
- 2017 OMB Compliance Supplement and Single Audit Update
- 2018 Compliance Supplement and Single Audit Update
- 2018 GAQC Annual Update Webcast
- 2018 GFOA Annual Governmental GAAP Update
- 2019 Accounting & Auditing Update
- 2019 AICPA Peer Review Must-Select Industry Update: Governmental - Government Auditing Standards
- 2019 Compliance Supplement and Single Audit Update
- 2019 Data Collection Form and Federal Audit Clearinghouse Update
- 2019 GAQC Annual Update Webcast

Firm Qualifications and Experience

QUALITY OF STAFF AND CONTINUITY

Hiring Philosophy

The primary asset of any business is the quality and skill of its employees. Our firm employs top professionals with diverse accounting, financial, and personal backgrounds. All professional staff members are college graduates and most are CPAs. We recruit from universities and hire individuals in the upper 25% of their graduating class. Additionally, a substantial portion of our accountants have worked with national firms, providing additional training and experience to our firm.

As we hire top professionals throughout the state, we draw from multiple offices to ensure we assemble the best team for each engagement. This ultimately adds value to our partnership with clients. We have provided a breadth of engagement team members in this proposal to support your specific needs.

Continuity

We understand the benefit of continuity of all engagement personnel year after year. So your engagement team will remain as consistent as possible and will always include experienced individuals.

We will provide an audit team experienced with and knowledgeable about nonprofit entities; ***we do not believe it is your responsibility to train our staff.*** We make every attempt to utilize the same personnel, providing an intangible benefit to our clients and reducing the disruption to our client's operations. If changes to the engagement team become necessary, we will submit our request in writing for your approval.

Retention

Our staff turnover is very low compared to most CPA firms, averaging approximately 10% for all employees over the past three years. While we cannot guarantee the same individuals will be assigned to an engagement year after year, we do recognize the importance of assigning experienced staff to engagements. Each individual assigned has experience serving comparable organizations.



Firm Qualifications and Experience

ENGAGEMENT WITH OTHER GOVERNMENT ENTITIES

Following are engagements with government agencies performed by our Daytona Beach office in the last three (3) years. All entities with CAFR in the scope of work obtained the GFOA's Certificate of Achievement for Excellence in Financial Reporting.

NAME OF ENTITY CONTACT INFORMATION	PARTNERS	SCOPE OF WORK	DATES STAFF HOURS
Volusia County Donna de Peyster, Deputy County Manager/CFO Ph: (386) 736-5933 ddepeyster@volusia.org	Zach Chalifour, James Halleran	Audit, single audit, CAFR	2002 - present 2,400 hours
St. Johns River Water Management District Greg Rockwell, Finance Director Ph: (386) 312-2322 grockwell@sjrwmd.com	James Halleran	Audit, single audit	2018-present 900 hours
City of Titusville Bridgette Clements, Finance Director Ph: (321) 567-3712 bridgette.clements@titusville.com	Zach Chalifour, James Halleran	Audit, single audit, CAFR	2017 - present 800 hours
City of DeLand Dan Stauffer, Finance Director Ph: (386) 626-7077 staufferd@deland.org	Zach Chalifour, Mike Sibley	Audit, single audit, CAFR	2014 - present 700 hours
Florida Governmental Utility Authority David DiLena, CFO Ph: (407) 629-6900 DDiLena@govmserv.com	James Halleran	Audit, single audit, CAFR	2010 - present 700 hours
City of Port Orange Jake Johannson, City Manager Ph: (386) 506-5501 mjohannson@port-orange.org	Zach Chalifour, James Halleran	Audit, single audit, CAFR	2013 - present 700 hours
City of Ormond Beach Kelly McGuire, Finance Director Ph: (386) 676-3212 kelly.mcguire@ormondbeach.org	Zach Chalifour, Mike Sibley	Audit, single audit, CAFR	2002 - present 700 hours
City of Palm Coast Helena Alves, Finance Director Ph: (386) 986-4745 HALves@palmcoastgov.com	James Halleran	Audit, single audit, CAFR	2004 - present 650 hours
City of Edgewater Bridgette King, Finance Director Ph: (386) 424-2400 bking@cityofedgewater.org	James Halleran	Audit, single audit, CAFR	2009 - present 600 hours
City of Green Cove Springs Marlena Guthrie, Finance Director Ph: (904) 297-7500 mguthrie@greencovesprings.com	James Halleran, Zach Chalifour	Audit, single audit	2017 - present 600 hours

Attachment: City of Holly Hill_2020-James Moore (3022 : Auditor Selection)

Firm Qualifications and Experience

ENGAGEMENT WITH OTHER GOVERNMENT ENTITIES (CONT.)

NAME OF ENTITY CONTACT INFORMATION	PARTNERS	SCOPE OF WORK	DATES STAFF HOURS
City of Cape Canaveral John DeLeo, Administrative & Financial Services Ph: (321) 868-1220 J.Deleo@cityofcapecanaveral.org	Zach Chalifour, Mike Sibley	Audit, single audit, CAFR	2010 - present 550 hours
City of South Daytona Jason Oliva, Finance Director Ph: (386) 322-3014 Joliva@southdaytona.org	Zach Chalifour	Audit, single audit, CAFR	2019 - present 500 hours
City of Crescent City Michael Esposito, City Manager Ph: (386) 698-2525 citymanager@crescentcity-fl.com	James Halleran	Audit	2018 - present 400 hours
City of Bunnell Shanea Stankiewicz, Finance Director Ph: (386) 437-7500 sstankiewicz@bunnellcity.us	James Halleran	Audit, single audit	2014 - present 350 hours
Town of Melbourne Beach Elizabeth Marasco, Finance Manager Ph: (321) 984-8994 finance@melbournebeachfl.org	Zach Chalifour, Mike Sibley	Audit	2016 - present 300 hours
City of St. Augustine Beach Patty Douylliez, Finance Director Ph: (904) 471-2122 X103 pdouylliez@cityofsab.org	James Halleran	Audit	2018 - present 300 hours
Indian River Lagoon (IRL) Council Dr. Duane De Freese, Executive Director Ph: (772) 216-7148 defreese@irlcouncil.org	James Halleran	Audit	2016 - present 150 hours
Halifax Health Pension Plan Eric Peburn, CFO Ph: (386) 226-4575 eric.peburn@halifax.org	Zach Chalifour, James Halleran	Audit	2009 - present 150 hours
Space Coast Transportation Planning Organization Carol Holden, Administrative and Financial Clerk Ph: (321) 690-6890 carol.holden@brevardfl.gov	Zach Chalifour, James Halleran	Audit, single audit	2016 - present 150 hours
Daytona Beach Racing and Recreational Facilities District Barbara Kelly, Executive Director Ph: (386) 255-7355 info@daytonaracingdistrict.com	James Halleran	Audit	2012 - present 100 hours

Attachment: City of Holly Hill_2020-James Moore (3022 : Auditor Selection)

Specific Audit Approach

AUDIT SEGMENTATION AND PROCESS

UNDERSTANDING OF THE SCOPE OF SERVICES TO BE PERFORMED

We understand the work to be performed, including an examination of financial statements, a financial audit as defined in FS 11.45, and a compliance audit required by the Federal Uniform Grant Guidance and Rules of the Auditor General.

LEAN CULTURE

James Moore has adopted a Lean culture, developing Gold Standards that require we provide the best service possible. We have implemented Gold Standards for each phase of the audit process. As we go through each phase of the audit, we ask ourselves:

1. Does this provide value to our client?
2. Does this provide value to James Moore?
3. Does this meet a regulatory standard?

If a procedure or task does not meet one of these requirements, we do not spend our time on it and instead refocus our efforts to something that is of value. Much of that focus ensures frequent communication throughout the year, which helps us to develop a robust risk assessment tailored to your organization, as well as serve as trusted advisors while business decisions are being made. We have found there are fewer surprises and work loops later in the process as a result of effective planning. For the purposes of this proposal, we summarized our audit process into three distinct phases: (1) Planning; (2) Fieldwork; (3) Reporting. A brief description of each phase is included on the following pages.



AUDIT APPROACH & PROCESS

Our methodology has been developed to comply with generally accepted auditing standards promulgated by the AICPA's Auditing Standards Board (U.S. GAAS) and, when applicable, Generally Accepted Government Auditing Standards (GAGAS). These auditing standards establish the overall objectives of the independent auditor and explain the nature and scope of an audit, and are also designed to enable the independent auditor to meet those objectives. The auditing standards stipulate the general responsibilities of the auditor, as well as the auditor's further considerations relevant to the application of those responsibilities to specific topics.

Additionally, as significant Federal and State grant expenditures are anticipated to continue at your organization, your audit is also subject to OMB Uniform Grant Guidance, *Audits of States, Local Governments, and Non-Profit Organizations*, as well as the Florida Single Audit Act.

Specific Audit Approach

AUDIT SEGMENTATION AND PROCESS

PLANNING

Continuance Considerations: Occurs 4-6 months before year-end. We consider items such as:

- Feedback received from previous audit exit conferences with management
- Meeting with management to discuss any significant or unusual activities that have occurred during the year or that are expected to occur within the year.

Pre-planning Conversations: Occurs 1-3 months before year-end. We inquire about items such as:

- Changes to intended services desired from our firm or the intended use of the financial statements
- Changes in management or other key staffing areas
- Impact of any recent accounting standards

These items are important for us in proactively planning for the nature, extent, and timing of the audit, but they also help us in serving as advisors. All relevant conversations are shared with key engagement team members in a timely manner so that the entire team remains updated.

Formal Planning and Interim Procedures: Occurs near year-end. Procedures include:

- Establish preliminary planning materiality
- Develop detailed audit plan, to include:
 - Assessment of risk at the financial statement account balance level
 - Plan tests of controls, tests of compliance and substantive procedures
 - Communicate audit plan with all members of engagement team
- Perform initial data extraction analysis of key accounts and transaction classes
- Perform tests of controls and compliance
- Evaluate results of testing and, if necessary, modify the audit plan.

Internal controls are the steps put in place to provide reasonable assurance that the organization will achieve its objectives. These objectives fall into three categories:

1. Financial reporting
2. Operations
3. Compliance with laws and regulations

Obtaining an understanding of the entity's internal controls is a fundamental part of understanding the entity and its environment. Although the process for obtaining an understanding of the entity's internal control is addressed here as a separate process, it is part of our risk assessment and may be performed concurrently with other risk assessment procedures.

The primary reason for understanding the entity's internal controls is the same as performing other risk assessment procedures: (1) to assess the risk of material misstatement, and (2) to design and perform further audit procedures.

Our understanding of the internal controls will include the following:

- The five interrelated components of internal control: (1) control environment, (2) risk assessment, (3) information and communication systems, (4) control activities, and (5) monitoring;
- The entity's selection and application of accounting policies; and
- The entity's use of information technology (IT).

Specific Audit Approach

AUDIT SEGMENTATION AND PROCESS

In addition, we will develop an understanding of how the entity selects and applies its accounting policies and consider their appropriateness. This understanding will include (1) methods of accounting for significant and unusual transactions, (2) the effects of significant accounting policies in emerging or controversial areas for which consensus or authoritative guidance is lacking, (3) identification of new financial reporting standards and regulations pertinent to the entity, including how the entity will implement them, and (4) changes in the entity's accounting policies, including consideration of the reasons for, and the appropriateness of the changes.

The understanding of internal controls will include, at a minimum, the following:

- For significant classes of transactions: An understanding of the entity's processes and controls over the initiating, authorizing, recording, processing, and reporting of transactions.
- For material accounts: An understanding of reconciliation controls related to material accounts. We will develop our understanding of reconciliation controls related to material accounts even if the account is not part of a significant class of transactions. For example, we may not consider the property account to be a part of a significant class of transactions for a particular entity, but if the property account is material, we will still gain an understanding of applicable reconciliation controls.
- For significant or fraud risks: An understanding of the controls related to that specific risk.

We cannot evaluate the design of the controls by assessing individual controls in isolation. Rather, we will assess the controls in a transaction cycle as a group, as follows:

1. Obtain an understanding of the processes and flow of information through the transaction cycle.
2. Determine what can go wrong within the transaction cycle.
3. Determine whether the controls are sufficient to address the instances of what can go wrong within the transaction cycle.

In determining whether the controls in a process are designed effectively, we will use a top-down approach: one in which we first consider the design of entity-level controls relevant to the process and then consider the activity-level controls. The entity-level controls that generally have the most direct impact on the function of the activity-level controls are the controls related to monitoring and general controls for IT. The effectiveness of activity-level controls is significantly affected by the effectiveness of entity-level controls. For example, an entity may have poor segregation of duties in the accounts payable/cash disbursements area and may compensate for this deficiency through a thorough review and approval of each disbursement. If the entity has an effective control environment, general controls for IT that limit access to accounts payable applications to one or a few people, and monitoring controls to ensure that the review and approval process is functioning correctly, we may determine that controls over the accounts payable/cash disbursements function are adequately designed. On the other hand, if the entity does not have a strong control environment and does not monitor the review and approval process, we would conclude that controls over the accounts payable/cash disbursements process are not designed effectively.

Evaluating the design of internal controls requires experience and familiarity with accounting and financial reporting systems. The auditors obtaining an understanding of your internal controls will have sufficient knowledge and experience to effectively accomplish the objectives of this process.

During the Planning Phase the audit request list is updated based on our customized risk assessment. The request list is discussed with management at least 30 days before final fieldwork begins. We only ask for what we need, nothing more. A timeline of deliverables is agreed upon with management to ensure that fieldwork objectives and deadlines are met.

Specific Audit Approach

AUDIT SEGMENTATION AND PROCESS

The request list also serves as an inventory of items. As you upload documents to our secure client portal, they are marked as “received” on the request list so all engagement team members are aware of what has been received and what is outstanding. Two weeks before final fieldwork, the Engagement Manager or Audit Senior Accountant will follow up with management to make sure there are no questions or delays anticipated.

Please note: All planning work, including our risk assessment and tailored audit procedures, is completed and reviewed by the Partner using our collaborative review process before final fieldwork begins.

FIELDWORK

Specific procedures are tailored according to the risk assessment, using information gathered during the Planning Phase. We follow a collaborative review process. As audit work is performed, the Engagement Manager and Partner are performing their review regularly, so that any comments can be discussed with the engagement team during fieldwork. Each member on the engagement team takes ownership and responsibility for the entire engagement. We have found this provides for a better quality output from the start; no additional clean-up following completion of fieldwork is needed to make our audit documentation meet required standards. When we leave the field, our goal is to have no or a minimal number of open items and a draft of the financial statements. Items completed during fieldwork include:

- Perform substantive testing of account balances
- Perform analytical procedures
- Draft the audit report and management letters

REPORTING

- Final review of the audit report and financial statements by Lead Partner
- Final review by Quality Control Review Partner
- Summarize results of work and findings
- Obtain management representations
- Engagement reporting to management and those charged with governance
- Exit conference with management to obtain feedback on the audit

Since we communicate regularly throughout the audit process there will be no surprises when we issue our reports. The reports we issue will include:

- Our report on the financial statements
- Our report on internal control over financial reporting and on compliance and other matters
- If applicable, our report on compliance for each major federal program and state project and on internal control over compliance.
- Our communication with those charged with governance
- Our management letter required by Chapter 10.550, Rules of the State of Florida, Office of the Auditor General.

In addition to an exit conference with management, we encourage your governing/board members to meet with us prior to our formal presentation so we can go over all aspects of the audit report (including our findings and recommendations). We have found these meetings to be extremely beneficial in ensuring all of your questions and concerns are addressed, as well as foster meaningful communication between you and us.

Specific Audit Approach

PROPOSED TIMELINE AND STAFF HOURS

Tentative Schedule for Performing Key Aspects of the Audit

As we understand timeliness is critical in the performance of the audit, all reports will be delivered on a schedule agreed upon you and James Moore. A proposed timeline follows:

AUDIT PHASE	DATE
Entrance conference with the Finance Director and Assistant Finance Director	September 2020
Preliminary phase	October 2020
Fieldwork	January 2021
Meet with Finance Director and management to present draft of management letter, internal control report, and significant findings (This will be the exit conference unless significant changes occur subsequently.)	by February 26, 2021
Final financial statements delivered	by March 5, 2021
Formal presentation to the Board of Directors	March 2021

Level of Staff & Number of Hours

	INTERIM PHASE	SUBSTANTIVE PHASE	COMPLETION & REPORTING PHASE	TOTAL
Partners	10	35	15	60
Manager	20	45	25	90
Senior Accountant	30	95	15	140
Associate/Staff Accountant	25	115	-	140
Technology Solutions Consulting	6	-	-	6
Administrative	-	-	4	4
TOTAL	91	290	59	440

Hours above are estimated ongoing hours. In the initial year of the engagement, we anticipate an additional 25-35% of "first-time" hours. We do not bill for these hours, as we consider them our investment in our relationship with you.

Specific Audit Approach

SAMPLE AUDIT REQUEST LIST - INTERIM REQUEST LIST

City of Holly Hill, Florida
CLIENT REQUEST LIST
2020 Audit

Information should be provided **electronically** when available.
Thank you in advance for your assistance!

Current date
6/27/2020

Section	Request #	Testing Area	Document Needed	Requested From	Requested By (JMCo)	Status	Request Date	Due Date	Date Received	Comments
	1	Internal Controls	Payroll register for first payroll paid in August 2020 and first payroll paid in September 2020 (when available). Also please send the FY20 payroll register in its entirety when available.				8/5/2020	8/15/2020		
	2	Internal Controls	FY19 payroll register				8/5/2020	8/15/2020		
	3	Internal Controls	FY19 and FY20 check register to date (including checks, EFTs, and all other disbursements). Also please send the FY20 disbursement register in its entirety when available.				8/5/2020	8/15/2020		
	4	Trial Balance	FY19 trial balance and FY20 preliminary trial balance				8/5/2020	8/15/2020		
	5	Single Audit	Preliminary Master Grant List for FY2020 to date				8/5/2020	8/15/2020		
	6	Internal Controls	A listing of general journal entries posted YTD in FY2020				8/5/2020	8/15/2020		
	7	Internal Controls	Updated versions of internal control narratives (we can provide templates if needed but thinking you already have those documented from prior audits).				8/5/2020	8/15/2020		
	8	Permanent File	Copies of all debt and lease agreements. Please provide amortization schedules in Excel if possible. Also, please provide us with debt covenant calculations prepared by the City, if any.				8/5/2020	8/15/2020		
	9	Permanent File	Please provide us with policy manuals, pension plan agreements, and utility rate resolutions, if any.				8/5/2020	8/15/2020		
	10	Pensions	Fire and Police pension actuary reports if measurement date is a year behind, if not please provide reports when available. Please provide actuary reports for FY19 and FY20.				8/5/2020	8/15/2020		
	11	Inventory	Additionally, we are checking in to get an idea of what to expect for the 9/30 inventory balances, so we can start discussing our inventory procedures. We realize it is early, but can you provide us with an estimate of the inventory balances at YE?				8/5/2020	8/15/2020		

Attachment: City of Holly Hill_2020-James Moore (3022 : Auditor Selection)

Specific Audit Approach

SAMPLE AUDIT REQUEST LIST PG. 1

City of Holly Hill, Florida
CLIENT REQUEST LIST
2020 Audit

Information should be provided **electronically** (in excel) when available.
Thank you in advance for your assistance!

Current date
6/27/2020

Request #	Testing Area	Document Needed	Requested From	Requested By (JMCo)	Status	Request Date	Due Date	Date Received	Comments
General Items									
1	General Items	Copy of final trial balances, revenue reports and detailed budget/expenditure reports for all funds and access to detailed general ledger for the entire year.					1/5/2021		
2	General Items	Confirmations and legal letters prepared by the City for the year ending September 30th based on the templates provided by JMCo. During interim work, JMCo may identify additional revenue accounts to confirm.					1/5/2021		
3	General Items	Listing of all journal entries posted during the year and thru first day of fieldwork (including automatic system entries)					1/5/2021		
4	General Items	Check register for the full year 10/1/2019 - 9/30/2020 (including check, wires, EFTs, etc.)					1/5/2021		
5	General Items	Listing of all funds and Major Fund Determination					1/5/2021		
6	General Items	Completed GASB 34 calculation worksheet					1/5/2021		
7	General Items	Schedule of insurance coverage (company, coverage levels, premiums, etc.) with invoices reconciled to the general ledger. Please include the calculation of prepaid amounts, if any.					1/5/2021		
8	General Items	List of all holders of Purchasing Cards by Department, including name and title					1/5/2021		
9	General Items	Payroll register for the full year 10/1/2019 - 9/30/2020 and from PY (10/1/2019 - 9/30/2019)					1/5/2021		
10	General Items	Airport Narrative and updated fuel agreements					1/5/2021		
Cash and Investments									
1	Cash and Investments	Qualified Public Depository Annual Report for the year ended September 30					1/5/2021		
2	Cash and Investments	Copies of all individual bank reconciliations for all bank accounts, including detail of outstanding checks and deposits in transit, as of September 30th, which reconcile to general ledger/trial balance.					1/5/2021		
3	Cash and Investments	Detail of cash and cash equivalents as of September 30 (GASB 40 disclosure), including reconciliation of investments by type to total balance per TB. Please provide GASB #40 investment note disclosure worksheet.					1/5/2021		
5	Cash and Investments	All September and October bank statements for all bank accounts. Investments statements for September and October.					1/5/2021		
6	Cash and Investments	Schedule of interest income (including accrued income) by investment type and source, including a reasonableness test with explanations for significant changes from the previous year.					1/5/2021		
7	Cash and Investments	Schedule of investments by fund by type of investment; includes Investment List and Statement of Analysis (with and without Pension investments), showing reconciliation to GL accounts, description of investment, cost basis and fair market value at 9/30/2019					1/5/2021		
8	Cash and Investments	Schedule of all derivative transactions and investments bought, sold, or held by the City during the fiscal year					1/5/2021		
9	Cash and Investments	Detail and summary schedule of interest rate risk and credit risk for all investments by type, segregated by governmental, business-type, and pension investments.					1/5/2021		
Accounts Receivable									
1	Accounts Receivable	Schedule of amounts Due from Other Governments - at the bottom of this schedule, please summarize receivables by fund and compare to the PY.					1/5/2021		
2	Accounts Receivable	Schedule of grants receivable - should be prepared at the same time as the "Due from Other Governments" schedule, reconcile to the schedule of grant revenues and expenditures, and reconcile to the general ledger.					1/5/2021		
3	Accounts Receivable	Copy of accounts receivable reconciliations to the GL at year-end for all funds. Also, please provide aged analysis of accounts receivable by major fund.					1/5/2021		
4	Accounts Receivable	Estimated unbilled receivables for all enterprise fund activities as of 9/30. Unbilled revenue procedures for the enterprise fund.					1/5/2021		
5	Accounts Receivable	Workpaper summarizing activity for any special assessment programs.					1/5/2021		
6	Accounts Receivable	Schedule of miscellaneous receivables and other receivables, reconciled to the general ledger.					1/5/2021		
7	Accounts Receivable	Detail of bad debt accounts written off during the year and of the allowance for doubtful accounts as of September 30th, if applicable.					1/5/2021		
8	Accounts Receivable	A monthly cash ledger for October, November and December through fieldwork showing collections on AR. Please provide based on customer ledger.					1/5/2021		
Interfund Transfers & Due to/from funds									
1	Interfund Transfers & Due to/from funds	Schedule of interfund receivables and payables by fund at year-end with explanations for borrowings. Please provide documentation of approval for significant transfers, short-term loans, and long-term advances.					1/5/2021		
2	Interfund Transfers & Due to/from funds	Comparison of actual interfund transfers in and out with budgeted amounts.					1/5/2021		
3	Interfund Transfers & Due to/from funds	Provide schedule of advances to other funds, explanation of the purpose of the advance and expected repayment time frame.					1/5/2021		
Inventory									
1	Inventory	Please provide inventory count sheets for the golf course and workpaper reconciling from count sheets to the general ledger.					1/5/2021		
2	Inventory	For the garage, please provide detail of inventory count sheets and workpaper reconciling from count sheets to the general ledger.					1/5/2021		
3	Inventory	For the Airport (fuel), please provide detail of inventory count sheets and workpaper reconciling from count sheets to the general ledger.					1/5/2021		
4	Inventory	Fuel sales reasonableness test					1/5/2021		

Attachment: City of Holly Hill_2020-James Moore (3022 : Auditor Selection)

Specific Audit Approach

SAMPLE AUDIT REQUEST LIST PG. 2

1	Prepaid Expenses	Detail of all prepaid expenses (e.g., insurance premiums, maintenance contracts, etc.) recorded at September 30th and reconcile to general ledger balances. Please provide documentation such as premium billings or contracts that support the unexpired portions of significant prepaid amounts.						1/5/2021		
Fixed Assets										
1	Fixed Assets	A schedule of assets by classification (i.e. land, buildings and improvements, improvements other than buildings, equipment and construction in progress) which shows beginning balance, current year additions, current year deletions, transfers and ending balance.						1/5/2021		
2	Fixed Assets	Comparison of budgeted expenditures to actual expenditures (capital outlay for Governmental and Proprietary Funds).						1/5/2021		
3	Fixed Assets	Analysis of proprietary funds and governmental activities depreciation expense and accumulated depreciation.						1/5/2021		
4	Fixed Assets	List of open commitments or construction contracts at 9/30 showing project name, contractor or engineer, total contract amount, amount expended to date, account number, and unexpended balance.						1/5/2021		
5	Fixed Assets	Workpaper listing all assets sold, junked, traded, disposed, or otherwise deleted during the year. Please provide support for authorization of disposal and proceeds received, if any. If any proceeds were received, please reconcile to the amounts recorded in revenue accounts, listing the account classification and account codes next to amounts received.						1/5/2021		
6	Fixed Assets	Reconciliation from capital outlay in governmental funds to fixed asset additions in the governmental activities.						1/5/2021		
7	Fixed Assets	Provide detail of construction work in progress and capitalized interest, if applicable, for any improvements not completed as of September 30th.						1/5/2021		
8	Fixed Assets	For proprietary funds, please prepare an analysis of repair and maintenance accounts for individual expenditures exceeding \$20,000 or more. Please list the date of expenditure, vendor name, brief description of expenditure, and amount paid.						1/5/2021		
Accounts Payable										
1	Accounts Payable	Detail analysis of accounts payable and accrued expenses by vendor/invoice by fund. Provide explanations for significant dollar/ percent changes from the prior year.						1/5/2021		
2	Accounts Payable	Detail of contracts payable by vendor/invoice by fund. Analysis of retainage payable on contracts by vendor/invoice by fund.						1/5/2021		
3	Accounts Payable	List of open purchase orders, commitments, or construction contracts at 9/30 showing project name, contractor or engineer, total contract amount, amount expended to date, account number, and unexpended balance.						1/5/2021		
4	Accounts Payable	Subsequent check registers for the period October 1 through the first day of fieldwork (By Fund-electronically).						1/5/2021		
5	Accounts Payable	Detail analysis of reserve for encumbrances by fund						1/5/2021		
Other Liabilities										
1	Other Liabilities	Detail analysis of all amounts payable to other government units (Federal, State, or local) at 9/30 and reconcile to general ledger.						1/5/2021		
2	Other Liabilities	Detail analysis of accrued payroll costs (including benefits and other payroll-related expenses, such as those in #3 below) at 9/30, reconciled to the general ledger.						1/5/2021		
3	Other Liabilities	Detail analysis of accrued personal leave time benefits (compensated absences) payable at 9/30 by fund and reconcile current portion to general ledger. Any amount estimated to be paid over a period in excess of one year should be recorded and reconciled with long-term debt.						1/5/2021		
4	Other Liabilities	Detail listing of all customer/ member deposits outstanding as of 9/30 for all funds, reconciled to the general ledger.						1/5/2021		
5	Other Liabilities	Copy of OPEB Report						1/5/2021		
6	Other Liabilities	Schedule of Advance/Deferred revenue balances, agreed to the trial balance explanations for significant changes from the prior year, and supporting documentation for significant balances.						1/5/2021		
Long-Term Debt										
1	Long-Term Debt	Long-term debt rolforward schedules by fund reconciling the amounts of debt service expenditures for debt service outlays to required payments per debt service (amortization) schedules for all debt issues outstanding during the year. Please also identify all debt premiums and discounts with their related amortization.						1/5/2021		
2	Long-Term Debt	Schedule identifying the calculation of accrued interest expense on all outstanding obligations, including governmental activities obligations for which no accrual is recorded for governmental fund reporting, reconciled to each obligation's debt service schedule.						1/5/2021		
3	Long-Term Debt	For any debt issues used to fund construction and improvements, prepare a working paper that clearly identifies all related components (interest expenses incurred and interest earned on investment of restricted funds) to compute capitalized interest on construction related activities for the year, if applicable.						1/5/2021		
4	Long-Term Debt	Analysis of compliance for all bonds, evidencing specific compliance with restrictive debt covenants for all debt outstanding during the year, if applicable.						1/5/2021		
5	Long-Term Debt	Copies of all new debt agreements, ordinances, and amortization schedules						1/5/2021		
Fund Equity										
1	Fund Equity	Analysis of fund balance and retained earnings (nonspendable, restricted, committed, and assigned) for the year, including beginning balances, reserve additions and releases/ deletions, documentation and authorization related thereto. This analysis should also provide complete documentation for any adjusting journal entries posted to fund equity accounts during the year.						1/5/2021		
2	Fund Equity	Schedule of releases from restrictions during the fiscal year						1/5/2021		
Revenue and Expenditures										

Specific Audit Approach

SAMPLE AUDIT REQUEST LIST PG. 3

2	Revenues and Expenditures	Working paper reconciling payroll reported on IRS Form 941's, for each of the quarters ended 12/31, 3/31, 6/30, and 9/30, including withheld taxes and related employer FICA/ Medicare expenses to the individual functional salary wage expense and FICA expense categories for each fund and department. Include a summary reconciliation of amounts withheld for federal income taxes during the year with depository payments made during the period to support the amounts due at year end. This schedule should also reflect amount of payroll capitalized, if applicable.					1/5/2021		
3	Revenues and Expenditures	Schedule of revenues and transfers – budget and actual comparison and CY and PY comparison (including dollar variance and percent variance) for all funds.					1/5/2021		
4	Revenues and Expenditures	Schedule of expenditures / expenses and transfers – budget and actual comparison and CY and PY comparison (including dollar variance and percent variance) for all funds.					1/5/2021		
5	Revenues and Expenditures	Explanation for expense variances that JMCo sent on 1/24/20					1/5/2021		
Pensions									
1	Pensions	Actuarial valuations and reports for Police and Fire pension plan as of 9/30.					1/5/2021		
2	Pensions	Copies of Trustee statements as of 9/30 for all pension plans with summary sheets identifying all financial activities reported for the year which is reconciled to the general ledger (sufficient to identify all employer and employee contributions, investment earnings from interest, dividends, realized gains/losses, unrealized gains/losses, investment expenses, administrative expenses, operational expenses, refund payments, benefit payments, and other miscellaneous charges, if any).					1/5/2021		
3	Pensions	Copies of participant data (Census Data) provided to actuaries for development of actuary report, as well as a detailed listing of all benefit payments made during the year for each plan.					1/5/2021		
4	Pensions	Interest income test (comparison of rate of returns for the past three years) for each pension fund.					1/5/2021		
5	Pensions	Account activity listing for all the Pension Funds showing interest earnings.					1/5/2021		
Budget									
1	Budget	Copies of the approved FY2018 and FY20 budget, including a copy of the enacting ordinance. Please provide an excel copy of FY20 Original and Final Budget to allow us to import into our software.					1/5/2021		
2	Budget	Copies of the original and final budget. Please include a general ledger account number recap of the current fiscal year's adopted budget (including a copy of the enacting ordinance) and all budget amendments (including ordinances, if any) adopted since the original budget was approved.					1/5/2021		
3	Budget	Copies of the approved FY2021 and FY20 budget, including a copy of the enacting ordinance.					1/5/2021		
Grants									
1	Grants	Schedules of Federal Awards and State Financial Assistance, which include the following information: Grantor/ pass-through agency, Grant/contract number, CFDA/CSFA number, Total award amount, Receivable (deferred revenue) at 9/30, Cash receipts collected during the year, Revenue recognized, Program expenditures.					1/5/2021		
2	Grants	Copies of existing grant agreements and any amendments that we may request during fieldwork.					1/5/2021		
3	Grants	Copies or summary of requests for reimbursements and supporting documentation with reconciliation of revenues and expenses to general ledger that we may request during fieldwork.					1/5/2021		
Permanent File									
1	Permanent File	Changes, if any, to the City's Code of Ordinances or City Charter					1/5/2021		
2	Permanent File	Changes, if any, to the following policies: Accounting Policies and Procedures, Purchasing Manual, Purchasing Card User Guide, Investment Policies (City-wide or Pension Plan), Civil Service Rules & Regulations)					1/5/2021		
3	Permanent File	Any new utility rate, permit fees, or development fees Resolutions					1/5/2021		
4	Permanent File	Changes, if any, to the CRA Ordinances or Redevelopment Plans					1/5/2021		
5	Permanent File	Any new or changes to the Collective Bargaining Agreements or other pension plans					1/5/2021		
6	Permanent File	Any new or changes to Interlocal Agreements					1/5/2021		
Financial Statements									
1	Financial Statements	Copy of FY2019 GFOA CAFR Certificate of Achievement for Excellence in Financial Reporting and comments					1/5/2021		
2	Financial Statements	Financial condition assessment					1/5/2021		
3	Financial Statements	Financial statement disclosure checklist					1/5/2021		

Attachment: City of Holly Hill_2020-James Moore (3022 : Auditor Selection)

Specific Audit Approach

AUDITING THAT MAKES SENSE

Statistical Sampling

Individual sample sizes and tests will be selected based on the unique controls of significant transaction processes tested during the Preliminary Phase. Typically, such sample sizes will amount to no fewer than 40 transactions per process. While individual transactions are selected through sampling as a means of testing controls, our interim and year-end procedures will include significant data extraction procedures, which allow for an assessment to be performed of all transactions. Some audit areas in which sampling and/or data extraction procedures will be performed include non-payroll cash disbursements, payroll, and growth and resource management, among others.

Extent of Computer Software

We anticipate using your technology to the maximum extent possible in conducting our audits. To the extent possible we will request schedules and other information in electronic form, either in spreadsheet format or as a direct download of information from your software. Such information provides for ease of reviewing, sorting and sampling and saves time for your staff when reports do not have to be derived manually or printed in bulk.

Our firm employs the use of ProFx Engagement Software, which means we are nearly paperless. Use of this software enables us to perform a more meaningful audit, because our time can be spent on more important audit procedures as opposed to balancing out manual workpapers, posting manual adjusting entries, etc.

Type & Extent of Analytical Procedures

Analytical procedures are an additional integral part of our typical audit plan. In addition to our sampling and data extraction (sometimes in advance of such procedures as a means of identifying areas to focus on in data extraction efforts), analytical procedures serve as a key procedure that can indicate areas in which unusual activity may have occurred. While extensive analytical procedures are performed over the financial information, we also incorporate non-financial information to aid in our assessment of financial activity.

Internal Control Structure

Walkthroughs of key internal control processes will be performed on an annual basis to document a thorough understanding of your internal control structure and assess any changes to internal controls. These walkthroughs will be performed in person with appropriate personnel. Additionally, as discussed earlier, the documentation of every internal control process is prepared and/or reviewed by at least one individual who is certified in Lean Six Sigma. While the primary goal of all internal control systems auditing is centered around the sufficiency of the controls, every process will be considered at a high level from an efficiency perspective in an effort to provide recommendations for any potential efficiencies that may be achievable.

Determining Laws & Regulations Subject to Testing

As part of obtaining reasonable assurance about whether your financial statements are free from material misstatement, we will perform tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. The identification of items deemed material for testing may arise from reading of your debt agreements, grant agreements, minutes, inquiries of your management or legal counsel, or any other audit procedures.

Drawing Audit Samples

While some compliance tests are performed on an annual basis, the sizes of samples in any additional tests over compliance for larger populations could vary significantly depending on the nature, extent, and frequency of items in the total population. Any required sampling will be conducted in accordance with the applicable professional standards, as well as auditor judgment.

Level of Interim Work To Be Performed To Mitigate Year-End Fieldwork

We will maximize the use of interim procedures in order to mitigate year-end fieldwork. This typically includes: internal control documentation and/or testing, Federal and/or State single audit grant testing, preliminary data extraction, preliminary analytics, permanent file updates, reading the Commission minutes, and all of our planning work to develop the audit plan for fieldwork. Additionally, it is our policy to finalize the request list during interim and discuss with management to ensure no surprises and that everyone is on the same page once year-end fieldwork begins.

Specific Audit Approach

USE OF TECHNOLOGY

James Moore employs the use of CCH ProSystem Fx Engagement, a fully integrated, paperless audit and accounting software that enables audit firms to increase efficiency by automating workpaper preparation, management and workflow. We also employ paperless document storage for our tax return preparation processes.

The greatest efficiency in the use of ProSystem Fx Engagement is its capability to import and export client balances, data, and files from accounting software, Microsoft Word and Excel, as well as Adobe PDF software. Our experience is that the use of paperless technology contributes to the overall productivity and efficiency from the audit client's point of view.

We also use IDEA Data Analysis Software for various audit tests. This software enables us to download data directly from your accounting system, test 100% of selected transactions in certain instances, and apply Benford's Law (a statistical approach which highlights unusual transactions) and numerous other audit tests. We use this software to test cash disbursements, receivables, payroll, and journal entry transactions.

We anticipate using the technology to the maximum extent possible in conducting our audits. We will request all schedules and other information in electronic form, either in spreadsheet format or as a direct download of information from your accounting system. This information provides for ease of reviewing, sorting, and sampling that has proven to save time for your staff when reports do not have to be derived manually or printed in bulk.

During your audit engagement our hardware and software information systems consultant professionals will be involved, helping our team to fully understand your hardware, software, and network environment. The importance of understanding your technological environment cannot be stressed enough. In addition to being required under Generally Accepted Auditing Standards, this knowledge allows us to fully consider the security and key controls of your technological environment, and the integrity of data to design the best and most efficient manner in which to audit individual transactions and account balances overall.

Communication

The engagement team has the capability to communicate via Skype for Business instant messaging software. This software allows users to chat either through typing or face-to-face video conferencing. It also allows users to share applications or screens, thereby allowing those who are reviewing materials to see a "live" screen. Having these communication tools in place helps to supervise the engagement team and address the engagement team's needs in a timely manner.

In addition, our firm created a Client Portal in response to our clients' requests that we have a centralized, secure, location to upload and download documents. Several clients also requested this location be used to store electronic copies of documents they need the most (e.g., tax returns, financial statements, etc.). The firm's Client Portal is an extension of a secure method we have used throughout the past few years to send emails and sensitive documents (Sharefile).

Attachment: City of Holly Hill_2020-James Moore (3022 : Auditor Selection)



Specific Audit Approach

EXPERIENCE AUDITING COMPUTERIZED SYSTEMS

Computerized Systems

We anticipate using your technology to the maximum extent possible in conducting our audits. We will request schedules and other information in electronic form, either in spreadsheet format or as a direct download of information from your accounting system. Such information provides for ease of in reviewing, sorting and sampling and saves time for your staff when reports do not have to be derived manually or printed in bulk.

As a firm, James Moore has been a leader in employing technologically advanced computerized audit techniques for more than a decade. We use CCH ProSystem Fx Engagement software, a fully integrated, paperless audit and accounting software that enables audit firms to increase efficiency by automating workpaper preparation, management, and workflow.

All members of your engagement team are skilled in online computer auditing utilizing Fx Engagement – which means we are 100% electronic, paperless, and will show up in the field with laptop computers, printers and scanners, as opposed to reams of paper and audit bags. Use of this software enables us to perform a more meaningful audit, because our time can be spent on important audit procedures as opposed to balancing out manual workpapers, posting manual adjusting entries, etc.

We have also employed significant use of IDEA Data Analysis software, enabling us to obtain 100% of selected data and test “through your computer system” in a fraction of the time it takes to test the same data manually. We are confident our proficiency with this powerful tool will prove to be invaluable in the performance of audit procedures for you. Extensive use of this software is planned, especially in the audit of processes that include many transactions.

Our Technology Solutions Consulting professionals provide our engagement teams with support not only to operate internally, but to work with us to more fully understand your computer environment (hardware, software, network environment, etc.). **We have one Certified Information Systems Auditor (CISA) on staff who regularly conducts IT audits, and we have 10 technology solutions consultants who maintain the highest levels of IT certification and who are available to assist with the audit, as necessary.** The importance of understanding your technological environment cannot be stressed enough. In addition to being required under U.S. Auditing Standards, this knowledge enables us to fully consider the security of your technological environment, the integrity of data, and the most efficient manner in which to audit individual transactions as well as the financial statements overall.

Additional audit resources available to our staff in the field include:

- James Moore remote - our virtual office away from the office
- James Moore electronic quality control documents
- Electronic library with AICPA and GASB pronouncements, standards, audit guides, implementation guides, codifications, and other research material
- Other electronic audit tools: CCH and PPC e-Tools, T-Value, and Star Software
- Email and files exchange services
- GoFileRoom (an electronic tracking and file management system)

Specific Audit Approach

VIRTUAL AUDIT POSSIBILITIES

As the demographics of our country change, we're seeing a rise in digital services. From online consultations to remote employees, high quality service isn't tied to location anymore.

Your engagement is no exception. With advances in workflow tracking, communications software and file-sharing technologies, virtual (or partially virtual) engagements have been around for years.

In fact, every James Moore assurance engagement is run using software that automates documents and workflow. Our Client Portal provides a centralized, secure location to upload, download, and store important documents. And through virtual communications technology, we can answer questions and have face-to-face conversations with you no matter where we are.

It's a simple and seamless next step to perform the entire engagement process from a completely different location.

"We selected James Moore because of their expertise in and knowledge of our industry. They have an expertise in Intercollegiate Athletics and the Agreed-Upon Procedures that is not found when using local firms. This allowed us to choose a firm that is truly qualified to do the work regardless of distance, and we appreciate their ability to serve us in a virtual capacity year-round. Even though they're located across the country from our campus, we value the relationships we have built with them and the quality service they provide to us. Their auditors are professional, thorough, and courteous, and they never hesitate to help us whenever we need them."

Debra Boughton
Chief of Staff, Northern Illinois University Athletics

YOU HAVE QUESTIONS... WE HAVE ANSWERS!

? **Can you really do a high quality engagement without actually being here?**

- ✓ Absolutely! We always follow professional standards and industry best practices regardless of location.

? **Will I need a major computer/tech upgrade?**

- ✓ Not at all. The technology requirements are pretty minimal—just some webcams and collaborative software such as Skype, Zoom, and Sharefile. If you don't have these components in place, we can get you set up quickly and with little interruption.

? **Does it cost more?**

- ✓ Actually, a virtual engagement is less expensive because our fees won't include as many travel costs. So while the fees for the engagement itself are the same, there's less of an overall impact on your budget.

? **What if we'd feel more comfortable seeing you in person at some point?**

- ✓ We can take a hybrid approach, performing some aspects of your engagement virtually and physically meeting up with you at designated times in the engagement process. And of course, we still gladly perform full on-site engagements. The choice is yours!

BENEFITS OF A VIRTUAL ENGAGEMENT



MORE COST EFFICIENT

With fewer to no travel costs factored into our fees, you get more bang for your buck.



NO GEOGRAPHIC BOUNDARIES

We can use the most qualified people for your engagement, no matter where they are.

ENHANCED COMMUNICATION

Being equipped for virtual interactions leads to more meaningful conversations all year.



LESS BURDEN ON YOU

Nearly every aspect of your engagement is in the cloud already. Why should we take up space in your office?



WHETHER WE'RE ACROSS THE TABLE OR ACROSS THE COUNTRY...

with James Moore, your engagement gets the same personal touch and attention to detail.

Specific Audit Approach

IDENTIFICATION OF ANTICIPATED POTENTIAL AUDIT PROBLEMS

We do not anticipate any significant audit problems. Nonetheless, should any problems arise, we will first look to resolve them with the Finance Director, depending on the nature of the problem. In the unlikely event of any problems that could not be resolved with the Finance Director, we will consult with City management regarding the ultimate resolution of any such problems.

In the event a proposed audit adjustment should arise, we will first discuss the matter with the appropriate members of management to determine the basis of conclusions. If, after having these discussions, an agreement cannot be reached at this stage, the engagement member will refer the practice question to James Moore's Partner in Charge of Accounting and Auditing. Unresolved questions are then forwarded to a division or group in the AICPA, FICPA, GASB, or GFOA established to handle technical inquiries.

Noncompliance with Proposal Specifications

James Moore has identified no specific incident of noncompliance with the Request for Proposals' specifications.



Attachment: City of Holly Hill_2020-James Moore (3022 : Auditor Selection)

Fee Proposal



RFP #2020-FIN-002

FINANCIAL AUDITING SERVICES COST PROPOSAL

Amounts include all direct (labor, travel, incidentals, etc.) and indirect costs. **The Proposer agrees that if the proposal is accepted, the fees will not increase over the agreed upon contractual amount for the entire contract term.** Any changes in accounting principles, or state or federal laws, rules and requirements associated with the annual financial report, requiring additional work shall be pre-approved by the City by way of a Change Order

Audit Period Ending	Total Projected Hours for <u>Total Financial Audit</u>	Fire Pension Audit (as part of Financial Audit)	Police Pension Audit (as part of Financial Audit)	<u>Total Financial Audit & reporting</u> including Fire & Police Pension	CRA separate Audit	Single Audit, if required <i>Per Major Program/Project</i>
September 30, 2020	440	\$5,000	\$5,000	\$57,300	\$5,000	\$4,000
September 30, 2021	440	\$5,200	\$5,200	\$57,900	\$5,200	\$4,100
September 30, 2022	440	\$5,400	\$5,400	\$59,600	\$5,400	\$4,200
September 30, 2023	440	\$5,600	\$5,600	\$61,400	\$5,600	\$4,300
September 30, 2024	440	\$5,800	\$5,800	\$63,200	\$5,800	\$4,400

Attach separate sheet for the cost proposal items above that shows rates by Partner, Specialist, Supervisory and Staff Level Time and Hours Anticipated for Each level.

The City may from time to time request other professional services not related to the audit, such as special reports, official statements, bond covenant compliance, bond issues, rate studies, etc. In the event , additional professional services are requested please, also provide a separate schedule of the staff level and range of rates for each level for other professional services.

Attachment: City of Holly Hill_2020-James Moore (3022 : Auditor Selection)

Fee Proposal (cont.)

Annual Audit Rates by Staff Level Time and Hours Anticipated for Each

2020 AUDIT FEE			
POSITION	HOURS	HOURLY RATE	TOTAL
Partner	60	\$225	\$13,500
Manager/Director	90	\$165	\$14,850
Senior Accountant	140	\$135	\$18,900
Staff Accountant	140	\$100	\$14,000
IT Audit	6	\$200	\$1,200
Administrative	4	\$75	\$300
Subtotals	440	--	\$62,750
(Government Discount)			(\$5,450)
ALL-INCLUSIVE FEE			\$57,300

2023 AUDIT FEE			
POSITION	HOURS	HOURLY RATE	TOTAL
Partner	60	\$240	\$14,460
Manager/Director	90	\$174	\$15,930
Senior Accountant	140	\$144	\$20,160
Staff Accountant	140	\$106	\$14,840
IT Audit	6	\$212	\$1,272
Administrative	4	\$81	\$324
Subtotals	440	--	\$67,134
(Government Discount)			(\$5,734)
ALL-INCLUSIVE FEE			\$61,400

2021 AUDIT FEE			
POSITION	HOURS	HOURLY RATE	TOTAL
Partner	60	\$230	\$13,620
Manager/Director	90	\$168	\$15,030
Senior Accountant	140	\$138	\$19,320
Staff Accountant	140	\$102	\$14,280
IT Audit	6	\$204	\$1,224
Administrative	4	\$ 77	\$308
Subtotals	440	--	\$63,346
(Government Discount)			(\$5,446)
ALL-INCLUSIVE FEE			\$57,900

2024 AUDIT FEE			
POSITION	HOURS	HOURLY RATE	TOTAL
Partner	60	\$245	\$14,880
Manager/Director	90	\$177	\$16,380
Senior Accountant	140	\$147	\$20,580
Staff Accountant	140	\$108	\$15,120
IT Audit	6	\$216	\$1,296
Administrative	4	\$83	\$332
Subtotals	440	--	\$69,028
(Government Discount)			(\$5,828)
ALL-INCLUSIVE FEE			\$63,200

2022 AUDIT FEE			
POSITION	HOURS	HOURLY RATE	TOTAL
Partner	60	\$235	\$14,040
Manager/Director	90	\$171	\$15,480
Senior Accountant	140	\$141	\$19,740
Staff Accountant	140	\$104	\$14,560
IT Audit	6	\$208	\$1,248
Administrative	4	\$79	\$316
Subtotals	440	--	\$ 65,240
(Government Discount)			(\$5,640)
ALL-INCLUSIVE FEE			\$59,600

Attachment: City of Holly Hill_2020-James Moore (3022 : Auditor Selection)

Fee Proposal (cont.)

Providing a high level of value for the fees you pay is integral to our basic engagement philosophy. We will spare no effort to find a common ground for providing a high level of service at a reasonable rate. Our goal is to ensure your accounting needs are met in a manner one would expect from a trusted advisor. Our total all-inclusive maximum fees for the engagement include all direct and indirect costs including all out-of-pocket expenses.

We calculate our fees by estimating a budget that includes all aspects of the engagement, including planning, fieldwork, quality control, and required meetings. James Moore does not bill our clients separately for our administrative expenses; therefore, they are included in the fees proposed. We invoice for services as work progresses, with a progress invoice after interim fieldwork, a second progress invoice after final fieldwork, and a final invoice upon delivery of the financial statements.

Our proposed fees quoted for the audit services are based on the assumption that the accounting records for your organization will be maintained in good condition and that assistance requested from your personnel will be provided in both a complete and timely manner. The proposed fees also represent a reduction based upon the understanding that your accounting staff will provide internal control narratives from your external audit and prepare the financial statements, including the note disclosures.

During the first year we anticipate spending an additional 150 hours (valued at approximately \$20,000) over the proposed budgeted hours. This time will be used to familiarize ourselves with your processes and additional items associated with a new client. This time will not be billed to you and is not included in the fees noted above. We consider it an investment in establishing a long-term relationship with you.

Billing Practices For Additional Professional Services

We anticipate that your personnel will contact us routinely throughout the year to discuss new accounting issues or significant transactions. Because we value consistent communication with our clients, we consider these routine consultations to be included in the scope of the fees proposed above. Additionally, these fees are inclusive of periodic meetings with your management conducted outside the time encompassed by the proposed audit schedule.

If, during the course of these meetings or other discussion with your personnel, a larger project is identified for which you would like to engage James Moore's services, we will render a billing for such services at an amount or rates agreed upon as listed on the previous page prior to the beginning of the engagement.

CRI

Helping You Shine
by Illuminating Solutions



professional services

PROPOSAL FOR

City of Holly Hill

RFP 2020-FIN-002

July 22, 2020

PROPOSER

Carr, Riggs & Ingram
215 Baytree Drive
Melbourne, FL 32940
321-255-0088



CRI CARR
RIGGS &
INGRAM

CPAs and Advisors

CRIcpa.com

SUBMITTED BY

Deborah Goode	Yvonne Clayborne
Engagement Partner	Quality Control Partner
dgoode@cricpa.com	yclayborne@cricpa.com

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TRANSMITTAL LETTER



Dear Mayor and City Commissioners:

Carr, Riggs & Ingram, LLC (CRI) sincerely appreciates the opportunity to submit this proposal to provide independent audit services for the engagement period of 2020 through 2024, with renewal options thereafter to be negotiated, to the City of Holly Hill, Florida (the "City"). It would be an honor to work with you, and assist you in meeting the City's financial reporting and compliance requirements. Beyond those requirements, we are committed to bring additional value to our relationship with the City by providing ongoing advice regarding appropriate accounting principals and their application, consultation about accounting issues that may arise, and recommendations for your consideration regarding internal controls and best practices. All terms and conditions of the RFP are understood and acknowledged. **We are committed to completing the work and providing the required reports on time.**

Outlined below are several major points which we believe demonstrate **we are the most qualified group of professionals with the desire and ability to serve the City** as its independent Certified Public Accountants. The advantages to you are:

- CRI has a significant presence in Florida, with 21 local offices staffed by over 300 professionals. **Your audit will be staffed by the Melbourne Office of Carr, Riggs & Ingram, LLC.**
- CRI has a superior team of professionals with extensive governmental and single audit experience to commit to this engagement. Our Melbourne office is currently the auditor for 19 governmental entities, the internal auditor for Brevard County and performs at least 8 Federal and/or State Single Audits each year. In addition, **the Melbourne office reviews and/or assists with the preparation of at least 8 comprehensive annual financial reports each year.** CRI currently provides services to over 200 governments in Florida including 22 counties and over 46 municipalities.
- Your assigned engagement team have the AICPA's specialized credentials in areas specific to the services requested. Debbie Goode has earned the AICPA's Advanced Defined Contribution Plans Audit badge, Yvonne Clayborne has earned the AICPA's Advanced Single Audit badge and Certified Information Technology Professional designation, and Lindsay Aviles has earned the AICPA's Intermediate Employee Benefit Plans Audit badge. In addition, David Knowlton has earned Certified Information Systems Auditor, Certified IT Professional, Cybersecurity Practitioner and Certified Information Systems Security Professional designations.
- **CRI will consider the City of Holly Hill, Florida to be a significant client. The City will therefore command the attention of the partners of our firm, including partner involvement in planning, review and supervision.** CRI's partners are active members of the team throughout the audit process. They will be "in the field" working and supervising other members of the team. In addition, the City's financial statements will be reviewed by two partners. A partner will also present the financial statements to the Commission and will offer to meet one on one with any Commission Member to discuss the audit plan or report.
- CRI will be a valuable resource to the City. We are always just a phone call away and can be at the City at a moment's notice. Our team members work with your staff throughout the year to address any accounting issues or concerns that arise. Consistent communication and prompt response to the governmental entities that we serve results in more accurate internal financial statements and a more efficient audit.
- CRI will bring a fresh approach to the City's audit. **Due to the breadth of resources in CRI with governmental audit experience, we are able to offer the City a fresh approach to its audit.**
- CRI brings local relationships & national resources to the City. The partners assigned to your audit drive all major decisions; possessing both the appropriate resources and decision-making authority **which positions us to help the City meet its goals in a timely, efficient manner.**
- CRI's audit practice is heavily oriented to the public sector. Over 40% of our audit clients throughout the Southeast are audited under Government Audit Standards issued by the Government Accountability Office (Yellow Book). **No other firm in Florida can match the government experience of CRI.**

Attachment: City of Holly Hill FINAL-CRI (3022 : Auditor Selection)

**TRANSMITTAL LETTER
(Continued)**

- CRI has **additional service offerings** that makes it unique. Because of the size of CRI, we are able to offer the City additional services, such as IT risk assessments and audits of construction contractor compliance. These unique services are available to the City, should the need arise.
- **During the recent COVID-19 outbreak we have been regularly contacting our clients to provide them with guidance** including sharing articles which we have written on topics such as "how to maintain internal controls", and "considerations when revising budgets and forecasts." We will continue to support our clients throughout this process, by providing information to ensure they obtain all the funding available to them. **CRI also has a proprietary process (vSTAR)™ described in the proposal, which enables us to do a large part of the audit virtually, if you prefer, to minimize risks to your staff of exposure to COVID-19. We consistently provide this value-added service to our clients at no additional charge.**

Deborah Goode is authorized to make representations for the firm. She can be reached at the address and telephone number shown below or at dgoode@cricpa.com. CRI's Federal ID number is 72-1396621.

We believe that CRI is the best qualified firm to audit the City of Holly Hill, Florida due to our extensive experience and depth of knowledge in auditing municipalities in Florida. Additionally, our prior experience with auditing local governments will allow us to be more efficient and effective.

We welcome the opportunity to demonstrate to you the same teamwork, expertise and responsiveness that have made us one of the fastest growing public accounting firms in the United States. We appreciate your consideration, and we encourage you to contact us with any questions as you review our proposal. This proposal is a firm and irrevocable offer for ninety (90) days. Should CRI be awarded with the City's audit contract, the pricing contained in the proposal is a firm and irrevocable offer for the engagement period.

The City of Holly Hill, Florida will be one of the most important clients of CRI. We assure you that you will receive the highest level of service.

Sincerely,



Deborah A. Goode
Engagement Partner

Attachment: City of Holly Hill FINAL-CRI (3022 : Auditor Selection)

INDEPENDENCE/CONFLICT OF INTEREST



INDEPENDENCE

We confirm that Carr, Riggs & Ingram, LLC (CRI) is independent of the City of Holly Hill as defined by generally accepted auditing standards and by standards of the U.S. Government Accountability Office's (GAO), *Government Auditing Standards*. Additionally, we affirm that we are independent of the City of Holly Hill and its component units as defined by these same standards. The firm has had no relationships involving the City of Holly Hill for the past five years.

LICENSE TO PRACTICE

CRI is licensed to practice in the state of Florida, license number AD006615. In addition, all assigned key professional staff are properly registered, as required, to practice in the State of Florida. We have included our state and professional licenses on the following page.

CONFLICT OF INTEREST

CRI affirms to the best of our knowledge that the firm, the partners, and its employees have no relationships with the City of Holly Hill, its elected or appointed officials, its employees or agents or any of its agencies or component for at least the past five years. In addition, there are no potential conflicts of interest due to any other clients or contracts for this project. We have duly signed and included the signed Conflict, Non-Conflict of Interest Statement in this proposal.



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ACCOUNTANCY

THE ACCOUNTANCY CORPORATION HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 473, FLORIDA STATUTES

CARR RIGGS & INGRAM LLC

500 GRAND BLVD SUITE 210
MIRAMAR FL 32550

LICENSE NUMBER: AD0016615

EXPIRATION DATE: DECEMBER 31, 2021

Always verify licenses online at MyFloridaLicense.com



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Ron DeSantis, Governor

Halsey Beshears, Secretary

6.1.e

dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ACCOUNTANCY

THE CERTIFIED PUBLIC ACCOUNTANT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 473, FLORIDA STATUTES

GOODE, DEBORAH A.

215 BAYTREE DRIVE
SUITE 1
MELBOURNE FL 32940

LICENSE NUMBER: AC0018917

EXPIRATION DATE: DECEMBER 31, 2020

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Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida
dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ACCOUNTANCY

THE CERTIFIED PUBLIC ACCOUNTANT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 473, FLORIDA STATUTES

CLAYBORNE, YVONNE MARIE

215 BAYTREE DRIVE
MELBOURNE FL 32940

LICENSE NUMBER: AC0022862

EXPIRATION DATE: DECEMBER 31, 2021

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Packet Pg. 952

Attachment: City of Holly Hill FINAL-CRI (3022 : Auditor Selection)



Ron DeSantis, Governor

Halsey Beshears, Secretary

6.1.e

dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ACCOUNTANCY

THE CERTIFIED PUBLIC ACCOUNTANT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 473, FLORIDA STATUTES

AVILES, LINDSAY JANE

215 BAYTREE DR
MELBOURNE FL 32940

LICENSE NUMBER: AC46196

EXPIRATION DATE: DECEMBER 31, 2020

Always verify licenses online at MyFloridaLicense.com



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This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida
dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ACCOUNTANCY

THE CERTIFIED PUBLIC ACCOUNTANT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 473, FLORIDA STATUTES

KNOWLTON, DAVID MACLEN

215 BAYTREE DRIVE
MELBOURNE FL 32940

LICENSE NUMBER: AC50486

EXPIRATION DATE: DECEMBER 31, 2021

Always verify licenses online at MyFloridaLicense.com



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Packet Pg. 953

Attachment: City of Holly Hill FINAL-CRI (3022 : Auditor Selection)

INCLUSION & DIVERSITY



At the end of the day, we are nothing without our people. We want to ensure that all of our people feel a sense of belonging at CRI by being their true, authentic selves—and respected for what they bring to the table.”

– Bill Carr, CRI Managing Partner

The world in which we live and work is full of complexities and tensions that can have a monumental impact on our communities. Considering how much time our employees spend in their places of work, we must be able to not only address those topics that can cause tensions and complexities, but to do so with openness and compassion.

Research shows that diversity in the workplace environment increases creativity and innovation, promotes higher quality decisions, and enhances economic growth. Because of these factors, among others, Carr, Riggs & Ingram is committed to fostering an inclusive and diverse place for all employees to work in and engage.

When our managing partner and chairman, Bill Carr, signed the CEO Action for Diversity & Inclusion™ pledge, he made a public commitment to building a productive, diverse, and inclusive workplace. The **CEO Action for Diversity & Inclusion™** is the largest CEO-driven business commitment to advance inclusion and diversity within the workplace. Forged by the notion that addressing diversity and inclusion is not a competitive issue, but a societal one, recognizing this commitment starts at the executive level. We are excited that CRI is now a part of more than 50 other leading accounting firms in the nation, and more than 900 of the world's leading companies and business organizations, who are set on leveraging their voices to advancing inclusion and diversity in today's workplace.

We are proud of the people that represent our firm and the culture that our people perpetuate. Together we are committed to working to address issues, facilitate uncomfortable conversations, and learn from one another, all with the sole purpose of driving meaningful change. To learn more, please visit CEOAction.com.



CRI'S GOVERNMENTAL EXPERTISE



Audit and Consulting Services for

500+ governmental
entities with annual revenues
totaling **\$24 Billion**



150 single audits for
governmental entities with federal
funds totaling **\$2.6 Billion**

Consulting and other agreed upon
procedures engagements for

150 government entities



Single Audit Resource Center's
Award for Excellence in Knowledge,
Value, and Overall Client Satisfaction



Member of AICPA's Government
Audit Quality Center



Governmental Partner Designations

Including: CPA, CGFM, CITP, CFE, CMA, CISA,
CGEIT, CTGA, CFF, CGMA, and CGAP

CLIENTS WITH ANNUAL REVENUES UP TO:



90+ School Districts
\$1.1 Billion



100+ Municipalities
\$1.8 Billion



60+ Agencies/Authorities
\$3 Billion

FIRM PROFILE



FOUNDED IN 1997 • **10 STATES**  • **25+ MARKETS**



1900+
PROFESSIONALS



300+
PARTNERS



TOP 25 CPA FIRM

(as ranked by Accounting Today)

100,000+
CLIENTS



20+ YEARS
OF CONSISTENT GROWTH
SINCE FORMATION

CRI FIRM VALUES:

CLIENT SERVICE.

RESPECT.

INTEGRITY.



SERVICES

Accounting & Auditing
Advisory
Business Support & Transactions
Business Tax
Employee Benefit Plans
Governance, Risk & Assurance
Individual Tax & Planning
IT Audits & Assurance

INDUSTRY EXPERTISE

Captive Insurance
Construction
Financial Institutions
Governments
Healthcare
Institutional Real Estate
Insurance
Manufacturing & Distribution
Nonprofits

CRI FAMILY OF COMPANIES



Auditwerx



CRI Advanced Analytics



CRI Capital Advisors



CRI Solutions Group



CRI TPA Services



Level Four Advisory Services



Paywerx



Preferred Legacy Trust

FIRM QUALIFICATIONS AND EXPERIENCE



Established in 1997, Carr, Riggs & Ingram, LLC (CRI) is a top 25 regional certified public accounting and consulting firm with roots going back to 1972. CRI has over 1,900 professionals in 67 offices throughout Florida, Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, Tennessee, Texas and New Mexico. CRI provides a wide variety of high-quality, cost-effective accounting, assurance, tax and consulting services to individuals, businesses (both publicly and privately held), governmental entities, and non-profit organizations throughout the United States. CRI delivers a depth of resources that ensures our understanding of your challenges and innovative solutions for overcoming them. Our governmental team's combined experience is derived from providing audit and accounting outsourcing services to a client base that includes:

- **500+ governmental entity clients across the South totaling approximately \$24 billion in total revenues, and**
- **Municipality clients of up to \$1.8 billion in total revenues**

We parlay this vast experience and derived best practices into proven solutions that benefit you.

We are proud members in good standing of the following organizations:

- The American Institute of Certified Public Accountants (AICPA)
- The Governmental Audit Quality Center of the AICPA
- AICPA Private Companies Practice Section
- Employee Benefit Plan Audit Quality Center of the AICPA The Center for Audit Quality of the AICPA
- The Public Company Accounting Oversight Board
- The Florida Institute of Certified Public Accountants (FICPA) Florida Government Finance Officers Association (FGFOA)

Members of the above voluntary organizations are select CPA firms recognized in the profession to be of the highest caliber. As a result, we are subject to stricter quality control standards than firms that choose not to take this voluntary step to improve the quality of their practices. Our team members are regular presenters at state and local chapter FICPA and FGFOA events.

The City of Holly Hill's audit will be staffed with team members from the Melbourne office. We have proposed a team consisting of 5 team members from the Melbourne office. The Melbourne office currently has 15 audit team members on staff, including 4 audit partners. Specialists and consulting partners may be utilized from other offices of CRI should the need arise during the audit process. CRI is a full service firm providing high quality audit, accounting, tax and consulting services.

All staff in this engagement will be employed on a full-time basis. Other audit team members are available and will be utilized as deemed necessary based on the audit plan. All resumes and applicable certifications of your assigned audit team are included in this proposal.

FIRM QUALIFICATIONS AND EXPERIENCE



STATEMENT OF EXPERIENCE

CRI has specialized in serving the government industry for many years; our combined team delivers a depth of resources that ensure we understand your challenges and key factors associated with your audit. We will utilize our innovative solutions for designing a highly efficient and effective audit strategy and assist you with any technical matters you may face. Our government team's 1,100+ years of combined experience is derived from the following:

- 500+ current governmental entity audit and consulting clients;
- 200+ Florida governmental entity audit and consulting clients served;
- CRI has been auditing Florida government clients for over 30 years;
- CRI has worked with over 100 municipalities that have over \$1.8 billion of revenues;
- Approximately 50 CRI clients obtained the GFOA's CAFR certificate of excellence;
- Performance of single audits for approximately 30% of all governmental clients, with federal funds totaling more than \$2.2billion and state funds totaling more than \$375 million (in states where a state single audit is required);
- We have created government-specific tools which facilitate efficient and effective audit procedures in various areas including: federal and state single audits, FRS pension testing, and compliance testing;
- We host regular in-person and online government CPE training sessions;
- We have a detailed understanding of the key matters and nuances associated with the operations of the City as well as how these impact each audit; and
- We participate on committees for standard setting bodies, giving us advanced notification and allowing us to help shape the upcoming standards; we share our insights on these new standards with our clients.

GASB EXPERIENCE

CRI has dedicated an industry line to serve our state and local government clients, which is spearheaded by some of the partners who will be assigned to this engagement. This includes Debbie Goode and Yvonne Clayborne, who work with the industry line to ensure proper implementation of GASB standards and also work with other partners across the firm to ensure best practices and implementation are brought directly to our clients nation-wide. In addition, members of CRI's governmental team also serve on various committees working directly with GASB and providing input in order to assist with implementation understanding. These committee appointments allow us to stay abreast of new accounting standards issued by GASB and the AICPA, which gives our clients ample time to assess the impact of the new standards before the required implementation dates.

CRI's government audit professionals have extensive experience on financial statement audit engagements conducted under Governmental Auditing Standards, implementing the full range of GASB statements on a variety of entity types. Recently, we have assisted with the early implementation of GASB 84, Fiduciary Activities for several entities, along with GASB 87, Leases. We are prepared to proactively assist in the implementation of any new GASB's.

FIRM QUALIFICATIONS AND EXPERIENCE



CAFR EXPERIENCE

CRI has direct experience drafting and/or reviewing CAFR's for our clients in order for them to be submitted to the GFOA. In addition, Yvonne Clayborne has reviewed CAFR's for the GFOA's CAFR Award Program. We have taught, and are willing to teach for the City of Holly Hill, seminars for city commissioners and staff providing in-depth guidance on understanding the Cities financial statements and explaining how the award is obtained. We know what is required, and what the GFOA is looking for during review in order to obtain the award.

FEDERAL & STATE SINGLE AUDIT EXPERIENCE

Our governmental team performs annual Single Audits of Federal and State Awards for more than 150 separate entities totaling over \$2.2 billion in federal awards and \$375 million in annual state awards (in the states that require a state single audit). We are highly skilled in providing efficient and knowledgeable single audit engagements and our work has been recently acknowledged by the Single Audit Resource Center with their highly prestigious award for excellence in knowledge, value, and overall client satisfaction.

Single audits are an important part of what we do as a firm and a major area of specialization. We are proud of our 10 professionals who have earned the AICPA's Advanced Single Audit Certification, including Yvonne Clayborne, your EQCR Partner, and are excited about the additional professionals that have earned the Intermediate Certification and are now studying for the advanced certificate.

PEER REVIEW APPROACH



CRI is enrolled in the AICPA Peer Review Program, through which our external reviews are conducted by another independent public accounting firm. We have our accounting and auditing practice triennially reviewed as a member in this program. The most recent review of our firm was performed in 2019 by Brown Edwards. **These reviews always include specific government engagements.** We received a rating of "Pass" on the 2019 report, the highest rating possible. A copy of our most recent report is presented on the following page. In addition, every engagement issued by CRI undergoes a corporate level inspection of the quality of work performed prior to issuance.

Additionally, we are registered with the PCAOB, who performs an external review inspection once every three years.



CRI Received the Single Audit Resource Center (SARC) Award for Excellence in knowledge, value, and overall client satisfaction. This award is to recognize audit firms that provide an outstanding service to their clients. The award is based on feedback received from over 25,000 nonprofit and government entities about the knowledge of their auditors, the value of the services rendered, and overall satisfaction with their 2018 fiscal year end audit.

PENDING LITIGATION/DISCIPLINARY ACTIONS/DESK REVIEWS



PENDING LITIGATION AND DISCIPLINARY ACTIONS

CRI meets all specific requirements, rules and regulations imposed by state and federal law. The Firm has not been the subject of any disciplinary actions, nor are we aware of any actions pending, involving any regulatory bodies or professional organizations within the past 3 (three) years. Further, CRI is not the subject of any current or pending litigation as it relates to the services the Firm provides in the regular course of business.

FEDERAL OR STATE DESK REVIEWS

The Firm's governmental audit work is subject to normal, recurring peer federal and state regulatory reviews. No adverse findings have resulted from those reviews within the past 3 (three) years

2019 PEER REVIEW REPORT



Report on the Firm's System of Quality Control

To the Partners of
Carr, Riggs & Ingram LLC
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Carr, Riggs & Ingram, LLC (the "firm") applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended June 30, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, audits of employee benefit plans, an audit performed under FDICIA, and an examination of a service organization (SOC 2 engagement).

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

— Your Success is Our Focus —

319 McClanahan Street, S.W. • Roanoke, Virginia 24014-7705 • 540-345-0936 • Fax: 540-342-6181 • www.BEcpas.com

Attachment: City of Holly Hill FINAL-CRI (3022 : Auditor Selection)

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Carr, Riggs & Ingram, LLC, applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended June 30, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Carr, Riggs & Ingram, LLC has received a peer review rating of *pass*.

Brown, Edwards & Company, L.L.P.

CERTIFIED PUBLIC ACCOUNTANTS

Roanoke, Virginia
October 3, 2019

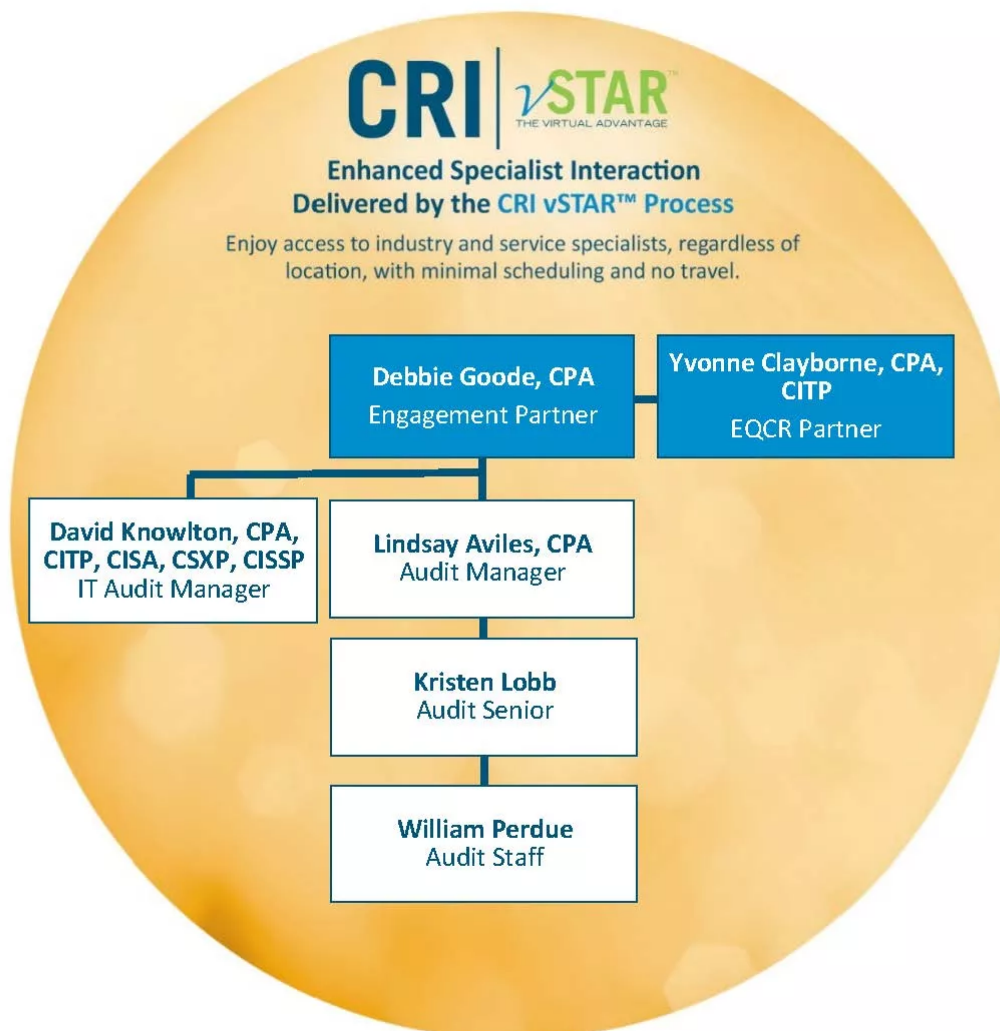
YOUR SOLUTIONS TEAM



The team we have assembled for the audit of the City is comprised of highly qualified members of our firm. All of the team members have been involved in audits of governmental entities. You can be assured of the quality of our staff over the term of the engagement.

We understand that engagement supervisors and specialists may be changed if those personnel leave the Firm, are promoted or are assigned to another office, or for other reasons with the express prior written permission of the City. However, the City retains the right to approve or reject replacements. Other audit personnel may be changed or added to the engagement team at the discretion of the proposer provided that team members have substantially the same or better qualifications or experience.

Because of the significant extent of our public sector practice CRI has a large team of highly trained and experienced auditors and consultants that focus on this industry. **Members of your proposed audit team are active members of industry focused organizations and professional organizations and regulators that serve the public sector.**



YOUR SOLUTIONS TEAM



Debbie Goode, CPA

Engagement Partner

dgoode@CRIncpa.com

321.426.3040



Representative Clients

- City of Daytona Beach, FL
- City of Daytona Beach Shores, FL
- City of Melbourne, FL
- City of Okeechobee, FL
- City of Satellite Beach, FL
- City of West Melbourne, FL
- Melbourne-Tillman Water Control District
- Sebastian Inlet Tax District
- Space Florida
- Town of Indialantic, FL
- Town of Orchid, FL
- Indian River Mosquito Control District
- City of Rockledge, FL
- Brevard County Housing Finance Authority

Internal Audit Engagements

- Brevard County, FL

Experience

Debbie is a Florida CPA and provides more than 30 years of accounting and governmental auditing experience to clients in the Central Florida region, including the City of Melbourne, Space Florida, and City of West Melbourne. She is also the partner-in-charge of CRI's Melbourne office. Debbie works primarily with government entities, not-for-profit organizations, employee benefit plans and commercial companies with her largest client base being government entities. She was awarded the AICPA's Advanced Employee Benefit Plan Certification badge in 2019.

Debbie is currently responsible for being either the engagement partner or engagement quality control partner for the audits of 14 governmental entities and a governmental internal audit client. She has extensive experience in preparing and reviewing Comprehensive Annual Financial Reports (CAFRs) and Single Audits. She is a government industry leader for CRI and consults with other partners when they need assistance. She has been a presenter at the School of Government Finance as well as FGFOA conferences. Debbie's professional achievements were recognized with the Florida Institute of Certified Public Accountants (FICPA) Women to Watch Award in the experienced leader category. She was also named to the FICPA's President's Honor Roll. Additionally, Debbie is a diplomat of the American College of Forensic Examiners (ACFE). She has worked on various forensic examinations in the past few years related to governmental entities, one a City and the other a County.

Education, Licenses & Certifications

- BS, Accounting Florida State University, 1984

YOUR SOLUTIONS TEAM



Consulting Engagements

- Union County, North Carolina
- City of Port Orange Forensic

Debbie Goode, CPA

(Continued)

Education, Licenses & Certifications (continued)

- Masters, University of South Florida, 1987
- Certified Public Accountant - registered and licensed in Florida , 1987
- Diplomat of American College of Forensic Examiners, 2002

Professional Affiliations

- Florida Government Finance Officers Association (FGFOA)
- Space Coast Government Finance Officers Associate
- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)
- Chair 2014-2016, Space Coast Economic Development Commission, currently serving on Executive Committee as a Board Member
- United Way, Campaign Chair, Executive Committee and Board Member

YOUR SOLUTIONS TEAM



Yvonne Clayborne, CPA, CITP

EQCR Partner

yclayborne@CRIncpa.com

321.426.3014



Representative Clients

- City of Maitland, FL
- City of Satellite Beach, FL
- City of West Melbourne, FL
- City of Daytona Beach, FL
- City of Daytona Beach Shores, FL
- City of Groveland, FL
- City of New Smyrna Beach, FL
- City of Melbourne, FL
- Town of Indialantic, FL
- City of Jacksonville, FL (Duval County)
- Martin County, FL
- St. Johns County, FL
- City of Palm Bay, FL
- City of Cocoa, FL
- Canaveral Port Authority
- Jacksonville Port Authority
- Jacksonville Transportation Authority

Internal Audit Engagements

- Brevard County, FL

Experience

Yvonne has more than 20 years of public accounting experience, and 4 years of private industry experience. Her industry experience couples external audit experience with internal auditing experience, bringing deep expertise to deliver creative business, financial, and human capital solutions to help meet the challenges of today's environment. Yvonne's experience includes the planning and supervision of financial audits as well as internal audits and consulting projects for public sector and commercial clients.

Her external audit experience has been predominately focused in audits in accordance with Government Auditing Standards, Uniform Guidance (Federal Single Audit Act), the Florida Single Audit Act and the Rules of the Florida Auditor General. Yvonne serves as one of the firm's engagement quality control reviewer for governmental audits and as a firm-designated single audit specialist. Yvonne has provided technical guidance on the specialized accounting and auditing issues related to the public sector, including the implementation of new accounting standards.

Yvonne is a frequent facilitator for training for the FICPA and the FGFOA on matters specific to audits of governmental entities. In addition to her professional activities, Yvonne remains engaged with the Brevard County community serving on the Board of the Brevard Symphony Orchestra.

Yvonne has completed CRI's Level 1 ITGC training and has passed the AICPA's CITP exam.

YOUR SOLUTIONS TEAM



Yvonne Clayborne, CPA, CITP
(Continued)

Education, Licenses & Certifications

- BS, Accounting, Florida State University
- Certified Public Accountant - registered and licensed in Florida

Professional Affiliations

- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)
- FICPA State and Local Government Committee
- Florida Government Finance Officers' Association (FGFOA)
- Space Coast Chapter of the FGFOA

YOUR SOLUTIONS TEAM



Lindsay Aviles, CPA

Audit Manager

laviles@CRlcpa.com

321.426.3016



Representative Clients

- City of Daytona Beach, FL
- City of Indian Harbour Beach, FL
- City of Palm Bay, FL
- City of Okeechobee, FL
- City of West Melbourne, FL
- City of Fellsmere, FL
- Town of Indian River Shores, FL
- Melbourne-Tillman Water Control District
- Brevard County Sheriff
- Brevard County Tax Collector
- Brevard County Clerk
- Brevard County Board of County Commissioners
- Ranger Drainage District

Experience

Lindsay has over 8 years of public accounting experience in the audit arena. As part of the Carr, Riggs & Ingram audit team, Lindsay has enjoyed providing auditing services to government entities, employee benefit plans, not-for-profits and local private companies. Prior to joining Carr, Riggs & Ingram in 2014, Lindsay was also an external auditor. Before working in public accounting, Lindsay worked as an accountant for several years at a church as well as at a community association management company in central Florida. She attends government accounting conferences and employee benefit plan continuing education courses in order to stay current on accounting standards and regulation changes. She assists our clients with implementing new standards and improving their internal controls.

Lindsay will have the responsibility for planning and conducting the audit including daily supervision and technical support of the audit. She will be supervised by the Engagement Partner and the Quality Control Partner. Lindsay has experience auditing governmental entities including City of Daytona Beach, City of Okeechobee and City of West Melbourne.

Education, Licenses & Certifications

- BS, Accounting, University of Central Florida
- Certified Public Accountant

YOUR SOLUTIONS TEAM



Lindsay Aviles, CPA

(Continued)

Education, Licenses & Certifications (Continued)

- Masters, Accounting, Liberty University

Professional Affiliations

- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)



David Knowlton, CPA, CITP, CISA, CSXP, CISSP

Audit Supervising Senior

dknowlton@CRLcpa.com

321.426.3024



Representative Clients

- Flagler County, FL
- Nassau County, FL
- Brevard County Internal Audit
- Volusia County Public Schools Internal Accounts
- City of Daytona Beach, FL
- City of Daytona Beach Shores, FL
- City of Melbourne, FL
- City of New Smyrna Beach, FL
- City of Satellite Beach, FL
- Center for the Advancement of Science in Space (CASIS)
- Space Florida
- Town of Indialantic, FL
- Town of Indian River Shores, FL
- Town of Melbourne Beach, FL

Experience

David has over 5 years of public accounting experience, and over 10 years industry experience working in retail management. David's experience allows him to couple a real world business perspective with the knowledge and experience of a CPA to provide solutions, which not only help maintain compliance but can also provide tangible business results.

David specializes in financial audits and evaluation of information technology focusing on not-for-profits and governments. David is a Florida CPA, and holds numerous certificates over various aspects of information technology including auditing and security. David graduated from the University of Central Florida with both a Bachelor's and Master's degree in Accounting. David is also the board treasurer for 211 Brevard.

Education, Licenses & Certifications

- BSBA, Accounting, University of Central Florida, 2013
- MS, Accounting, University of Central Florida, 2014
- Certified Public Accountant (CPA), Florida
- Certified IT Professional (CITP), AICPA
- Certified Information Systems Auditor (CISA), ISACA
- Cybersecurity Practitioner (CSXP), ISACA
- Certified Information Systems Security Professional (CISSP), ISC2

YOUR SOLUTIONS TEAM



David Knowlton, CPA, CITP, CISA, CSXP, CISSP
(Continued)

Professional Affiliations

- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)
- Information Systems Audit and Control Association (ISACA)
- ISACA Central Florida Chapter
- International Information System Security Certification (ISC2)



Kristin Lobb

Audit Senior

klobb@CRlcpa.com

321.426.3055

Representative Clients

- Brevard County Internal Audit
- City of Groveland, FL
- City of Daytona Beach Shores, FL
- City of Melbourne, FL
- City of Palm Bay, FL
- City of Cocoa, FL
- Town of Indian River Shores, FL
- City of Satellite Beach, FL
- Town of Indialantic, FL

Experience

Kristen joined Carr, Riggs & Ingram in September of 2016 after completing her Bachelor's Degree in Accounting. Kristen has worked on several large governmental engagements and has three years of government audit experience. During Kristen's time with CRI, she has focused solely in the audit area and specifically in governmental and not-for-profit entities.

She attends government accounting conferences and employee benefit plan continuing education courses in order to stay current on accounting standards and regulation changes. She assists our clients with implementing new standards and improving their internal controls.

Education, Licenses & Certifications

- BS, Accounting, Florida Institute of Technology

Professional Affiliations

- Florida Institute of Certified Public Accountants (FICPA)

YOUR SOLUTIONS TEAM



William Perdue

Audit Staff

wperdue@CRlcpa.com

321.426.3020

Representative Clients

- City of Melbourne, FL
- City of New Smyrna Beach, FL
- City of West Melbourne, FL
- Town of Indialantic, FL
- Indian River Mosquito Control District
- Melbourne Tillman Water Control District
- Space Florida
- Eastern Florida State College Foundation
- Waste Management - City of Fellsmere, FL
- Waste Management - City of Sebastian, FL
- Waste Management - Indian River County, FL
- Waste Management - Lee Hendry Landfill
- Waste Management - City of Palm Beach Gardens, FL

Experience

William joined Carr, Riggs & Ingram in September of 2018. During William's time with CRI, he has focused solely in the audit area and specifically in governmental entities. William has experience specializing in audit for governments, nonprofits, for profit entities and public companies.

William graduated from the University of Central Florida in December of 2017 with a Bachelor's Degree in Accounting. William is currently pursuing his Certified Public Accountant licensure.

Education, Licenses & Certifications

- BS, Accounting, University of Central Florida, 2017

CONTINUING PROFESSIONAL EDUCATION



CRI understands that comprehensive training is integral to help shape employee success and that the quality of a professional services firm is determined by its people and the firm's investment in them. **Therefore, we have a comprehensive plan to provide quality training to our team and ensure high quality services are routinely provided to you, and each of CRI's professional staff's CPE records are reviewed annually to ensure that they are in compliance with 61H1-33.0035 Florida Administrative Code, regarding Continuing Professional Education (CPE).** Our CPE plan includes:

- Technical Training at CRI's CPE Week: Firm-wide event enabling collaboration and networking along with over 100 in-house training sessions, including sessions specific to government auditing and accounting, single audits, and managing audit engagements.
- Specialty Training: Industry specific training, includes government and single audit classes
- IT Audit Schools: We are investing in the future of audit with three progressive levels of training taught by AICPA leaders.
- CRI's Leadership Academy: Over 10 sessions related to teamwork, delegation, and business writing for emerging leaders.



Every team member assigned to your audit will have received supplemental governmental accounting training. Each year we conduct a CPE week for all professional staff and there are specific sessions covering a variety of governmental topics including GASB standard updates, the latest yellow book requirements, beginner, intermediate, and advanced governmental accounting and single audit requirements. **The governmental training and experience that all team members assigned to your audit have had ensures that you will not need to incur time training our staff and explaining governmental concepts to them.**

Provided on the pages following are the full class listings of the CPE earned during the last three years by each member of the engagement management team.

**CONTINUING PROFESSIONAL EDUCATION
(CONTINUED)**

Debbie Goode, CPA		July 1, 2017 through June 30, 2020	
Course	Credit Hours	Course	Credit Hours
2017 EBP Training	2	Governmental Bond Issues, Covenants, Arbitrage & Other Unusual Stuff	2
2017 Audit Documentation Training Parts 1 & 2	8	2019 GASB Update	2
2017 Year End GASB Update	2	2019 Audit FAQ Topics	2
2018 Auditing Government OPED Liabilities	2	2019 Sampling for Tests of Details & Tests of Controls	2
2018 GASB & Yellow Book Update	10	2019 EBP SOC Controls Testing	2
2018 Federal Gov't Contracting-Understanding the Unique Aspects & How to Market these Services	3	2019 Employee Benefit Plan Update	2
2018 Common Governmental Audit Findings	2	2019 YellowBook Findings - What is Required	2
2018 Not-For Profit Parts 1 & 2	4	2019 Selling Work Related to New Guidance/Standards	1
2018 Peer Review Hot Topics	2	2019 AR/Revenue Governmental Audits	1
2018 EBP Audit Topics	4	2019 Internal Controls	1
2018 FGFOA Annual Conference	9	2019 Advanced Auditing of Employee Benefit Plans. Client Acceptance or Continuation	1.5
2018 Gov't/YellowBook Single Audit Mid-Year Update	2.5	2019 Advanced Auditing of Employee Benefit Plans:Engagement Planning:Client Events,Risk	2
2018 EBP Mid-Year Audit Update	2	2019 Governmental Accounting & Auditing Seminar	8
2018 Governmental Accounting & Auditing Seminar	8	2019 Advanced Auditing of Employee Benefit Plans:Engagement Planning:Roles and Responsibilities	1
2018 Risk Assessment Webinar	2	2019 Advanced Auditing of Employee Benefit Plans:Engagement Planning:Engagement Risk	1.5
2018 MPS Governmental CPE Day	3	2019 Advanced Auditing of Employee Benefit Plans:Internal Control AICPA Evaluation and Sampling	1
2018 Actuarial Assumptions Used in GASB 74/75 OPEB Liabilities	1	2019 Understanding the Entity's Internal Control	2
2018 CRI's Comprehensive Approach to GASB 75	1	2019 Advanced Auditing of Employee Benefit Plans:Concluding the Engagement	2.5
2018 A&A Update	2	2019 Advanced Auditing of Employee Benefit Plans:Identification and Collection of Information	3.5
2019 Not-for-Profit Update	2	2019 Advanced Auditing of Employee Benefit Plans:Analysis, Evaluation and Testing	1.5
2019 QC Monitoring Summary & Peer Review Hot topics	3	2020 General Audit FAQ Topics	1.5
2019 Components of Risk Assessment	3	2020 Yellow Book Update	2
2019 GASB Leases: What Preparers & Auditors Need to Know to be Ready for Implementation	2		
		TOTAL	124.5

Attachment: City of Holly Hill FINAL-CRI (3022 : Auditor Selection)

**CONTINUING PROFESSIONAL EDUCATION
(CONTINUED)**

Yvonne Clayborne, CPA, CITP		July 1, 2017 through June 30, 2020	
Course	Credit Hours	Course	Credit Hours
2017 FICPA State & Local Gov't Accounting Conference	13	2019 Mandatory SSARS Refresher	0.5
2017 Single Audit Training - Specialists	2	2019 Fraud, Automated Controls, and Cybersecurity Risks and Responses	2
2017 Audit Documentation Part 1 & 2	8	2019 Everything You Wanted to Know About Independence But Were Afraid to Ask	2
2017 Year End GASB Update	2	2019 Governmental Bond Issues, Covenants, Arbitrage & Other Unusual Stuff	2
2018 Introduction to the AE3 Methodology - Part 3 (Government)	24	2019 General SSARS Update - Session 1	2
2018 FASB Update Part 1&2	4	2019 GASB Update	2
2018 ASB Special Topics & Update	2	2019 ASB Update	2
2018 GASB & YellowBook Update	10	2019 FASB Update	2
2018 Auditing Government OPEB Liabilities	2	2019 Selling Work Related to New Guidance/Standards	1
2018 Auditing Government Pensions (GASB 68)	2	2019 SOC1 - Controls Testing	2
2018 Single Audits Parts 1-4	8	2019 Advanced Single Audit	2
2018 FGFOA Annual Conference	16.5	2019 ICFR Basics	2
2018 Gov/YellowBook/Single Audit Mid-Year Update	2.5	2019 GASB No. 87 & All the Queen's Horses	3
2018 Governmental Accounting & Auditing Update	8	2019 Single Audit Compliance Supplement Update	1
2018 Risk Assessment Seminar	2	2019 Internal Controls	1
2018 FPS Governmental CPE Day	3	2019 Governmental Accounting & Auditing Seminar	8
2018 A&A Update	2	2019 Understanding the Entity's Internal Control	2
2018 Actuarial Assumptions Used in GASB 74/75 OPEB Liabilities	1	2019 Using Part 6 of the New Compliance Supplement on Internal Control	2
2019 Not-for-Profit Update	2	2020 Assurance Efficiency Team-Government & Single Audit	6
2019 CRI's Comprehensive Approach to GASB 75	1	2020 Assurance Efficiency Team-Nonprofit & Single Audit	2
2019 Components of Risk Assessment	3	2020 Heard in the Hallways-Commonly Asked YellowBook Questions	2
		TOTAL	166.5

Attachment: City of Holly Hill FINAL-CRI (3022 : Auditor Selection)

**CONTINUING PROFESSIONAL EDUCATION
(CONTINUED)**

Lindsay Aviles, CPA		July 1, 2017 through June 30, 2020	
Course	Credit Hours	Course	Credit Hours
2017 Single Audit Training - Staff	2	2019 Components of Risk Assessment	3
2017 EBP Training	2	2019 Everything You Wanted to Know About Independence But Were Afraid to ask	2
2017 Employee Benefit Plan	2	2019 Governmental Bond Issues, Covenants, Arbitrage & Other Unusual Stuff	2
2017 Audit Documentation Parts 1 & 2	8	2019 Employee Benefit Plan Update	2
2017 Part 4 Single Audit Practical Exercises	2	2019 EBP SOC Controls Testing	2
2017 Determination of Awards	2	2019 YellowBook Findings - What is Required	2
2017 Part 3: Understanding Testing & Compliance	2	2019 Government Reporting	2
2017 Part 1: Intro to Single Audits	2	2019 Not-for-Profit Update	2
2017 Year-End GASB Update	2	2019 Single Audit Basics - Part 1	2
2018 ASB Special Topics & Update	2	2019 Single Audit Basics - Part 2	2
2018 Parts 1&2: Not-for-Profit	4	2019 Fraud Case Studies	2
2018 Parts 1&2: Employee Benefit Plan Audit Topics	4	2019 Selling Work Related to New Guidance/Standards	1
2018 Common Governmental Audit Findings	2	2019 Advanced Single Audit	2
2018 Fraud Case Studies	2	2019 Governmental Audits	1
2018 Auditing Government OPEB Liabilities	2	2019 Internal Controls	1
2018 Auditing Government Pensions(GASB 68)	2	2019 Governmental Accounting & Auditing Seminar	8
2018 GASB & YellowBook Update	2	2019 Understanding the Entity's Internal Control	2
2018 Peer Review Hot Topics	2	2019 IT As Part of the Financial Statement Audit Level 1- Modules 2&3	3.5
2018 Part 3 Single Audits	2	2020 Assurance Efficiency Team-Government & Single Audit	2
2018 GOV/YellowBook/Single Audit Mid-Year Aupdate	2.5	2020 Not-for-Profit Update	2
2018 EBP Mid-Year Audit Update	2	2020 General Audit FAQ Topics	2
2018 Governmental Accounting & Auditing Seminar	8	2020 YellowBook Update	2
2018 Risk Assessment Webinar	2	2020 GASB Update	2
2018 Actuarial Assumptions Used in GASB 74/75 OPEB Liabilities	1	2020 GASB 87-Leases	6
2018 CRI's Comprehensive Approach to GASB 75	1	2020 IT as Part of the Financial Statement Audit Level 1- Module 1 Background & Theory	3
2018 A&A Update	2	2020 IT as Part of the Financial Statement Audit Level 1- Module 2 Application	6
2019 Not-for-Profit Update	2	2020 IT as Part of the Financial Statement Audit Level1- Module 3 - Using the Work of Others	2
2019 QC Monitoring Summary & Peer Review Hot Topics	3		
		TOTAL	140

Attachment: City of Holly Hill FINAL-CRI (3022 : Auditor Selection)

**CONTINUING PROFESSIONAL EDUCATION
(CONTINUED)**

David Knowlton, CPA, CITP, CISSP, CISA, CSX-P		July 1, 2017 through June 30, 2020	
Course	Credit Hours	Course	Credit Hours
2017 Single Audit Training-Staff	2	2019 Employee Benefit Plan Update	2
2017 EBP Training	2	2019 EBP SOC Controls Testing	2
2017 Audit Documentation -Parts 1&2	8	2019 YellowBook Findings-What is Required	2
2017 Year-End GASB Update	2	2019 Not-for-Profit Update	2
2018 Parts 1 & 2 Not-for-Profit	4	2019 Government Reporting	2
2018 Part 1 Employee Benefit Plan Audit Topics	2	2019 SOC 1 - Controls Testing	2
2018 Mapping IT Risks & Controls	2	2019 Selling Work Related to New Guidance/Standards	1
2018 Peer Review Hot Topics	2	2019 Fraud Case Studies	2
2018 GASB & Yellow Book Update	2	2019 ICFR Basics	2
2018 Auditing Government Pensions (GASB 68)	2	2019 Advanced Single Audit	2
2018 Common Governmental Audit Findings	2	2019 AR/Revenue Governmental Audits	1
2018 Parts 1 - 4 Single Audits	8	2019 Governmental Accounting & Auditing Seminar	8
2018 GOV/YellowBook/Single Audit Mid-Year Update	2.5	2019 Preparing Governmental Financial Statements	10
2018 EBP Mid-Year Audit Update	2	2019 Understanding the Entity's Internal Control	2
2018 Governmental Accounting & Auditing Seminar	8	2020 Assurance Efficiency Team-Nonprofit & Single Audit	2
2018 Risk Assessment Webinar	2	2020 Assurance Efficiency Team-Government & Single Audit	2
2018 Actuarial Assumptions Used in GASB 74/75 OPEB Liabilities	1	2020 General Audit FAQ Topics	2
2018 CRI's Comprehensive Approach to GASB 75	1	2020 Not-for-Profit Update	2
2018 A&A Update	2	2020 YellowBook Update	2
2019 Not-for-Profit Update	2	2020 GASB Update	2
2019 QC Monitoring Summary & Peer Review Hot Topics	3	2020 GASB 84-Fiduciary Activities	2
2019 Components of Risk Assessment	3	2020 GASB 87-Leases	2
2019 Governmental Bond Issues, Covenants, Arbitrage & Other Unusual stuff	2		
		TOTAL	122.5

Attachment: City of Holly Hill FINAL-CRI (3022 : Auditor Selection)

**CONTINUING PROFESSIONAL EDUCATION
(CONTINUED)**

Kristen Lobb		July 1, 2017 through June 30, 2020	
Course	Credit Hours	Course	Credit Hours
2017 Single Audit Training - Staff	2	2019 Housing Programs - Auditing Basics	2
2017 Audit Documentation Parts 1 & 2	8	2019 Single Audit Basics - Parts 1&2	4
2017 Year-End GASB Update	2	2019 Fraud Case Studies	2
2018 Parts 1 & 2: Not-for-Profit	4	2019 SOC 1 - Controls Testing	2
2018 GASB & YellowBook Update	2	2019 Advanced Single Audit	2
2018 Common Governmental Audit Findings	2	2019 ICFR Basics	2
2018 Fraud Case Studies	2	2019 AR/Revenue Governmental Audits	1
2018 ASB Special Topics & Update	2	2019 Single Audit Compliance Supplement Update	1
2018 Auditing Government OPEB Liabilities	2	2019 Internal Controls	1
2018 Peer Review Hot Topics	2	2019 Governmental Accounting & Auditing Seminar	8
2018 Parts 1, 2 & 3: Single Audits	6	2019 Understanding the Entity's Internal Control	2
2018 GOV/YellowBook/Single Audit Mid-Year Update	2.5	2020 Assurance Efficiency Team - Nonprofit & Single Audit	2
2018 Governmental Accounting & Auditing Seminar	8	2020 Assurance Efficiency Team - Government & Single Audit	2
2018 Risk Assessment Webinar	2	2020 Audit Senior Training - Parts 2, 3 & 4	6
2018 Actuarial Assumptions Used in GASB 74/75 OPEB Liabilities	1	2020 Senior/Supervisor Training Combined Session (A&A and Tax)	2
2018 CRI's Comprehensive Approach to GASB 75	1	2020 Not-for-Profit Update	2
2018 A&A Update	2	2020 General Audit FAQ Topics	2
2019 Not-for-Profit Update	2	2020 YellowBook Update	2
2018 QC Monitoring Summary & Peer Review Hot Topics	3	2020 GASB Update	2
2019 Components of Risk Assessment	3	2020 GASB 87 - Leases	2
2019 GASB Update	2	2020 GASB 84 - Fiduciary activities	2
2019 Sampling for Tests of Details & Tests of Controls	2	2020 Single Audit Basics Part 2 - Refresher & Reporting Considerations	1.5
2019 YellowBook Findings-What is Required	2	2020 Professional Skepticism	2
2019 Not-for-Profit Update	2	2020 Testing Journal Entries & Other Adjustments	2
2019 Government Reporting	2		
		TOTAL	125

Attachment: City of Holly Hill FINAL-CRI (3022 : Auditor Selection)

CONTINUING PROFESSIONAL EDUCATION (CONTINUED)

William Perdue		September , 2018 through June 30, 2020	
Course	Credit Hours	Course	Credit Hours
2018 A&A Update	2	2019 AR/Revenue Governmental Audits	1
2019 Not-for-Profit Update	2	2019 Internal Controls	1
2018 QC Monitoring Summary & Peer Review Hot Topics	3	2019 Governmental Accounting & Auditing Seminar	8
2019 Components of Risk Assessment	3	2019 Preparing Governmental Financial Statements	5
2019 Everything You Wanted to Know About Independence But Were Afraid to Ask	2	2019 Entity's Internal Control	2
2019 Audit Staff Training Part 1, 2 & 3	6	2020 Assurance Efficiency Team-Nonprofit & Single Audit	2
2019 GASB Update	2	2020 Assurance Efficiency Team-Government & Single Audit	2
2019 Sampling for Tests of Details & Tests of Controls	2	2020 Senior/Supervisor Training Combined Session (A&A and Tax)	2
2019 EBP SOC Controls Testing	2	2020 Audit Senior Training Parts 2,3 & 4	6
2019 Employee Benefit Plan Update	2	2020 General Audit FAQ Topics	2
2019 Introduction to Auditing Employee Benefit Plans	2	2020 Not-for-Profit Update	2
2019 Government Reporting	2	2020 GASB Update	2
2019 Single Audit Basics Part 1 & 2	4	2020 GASB 87 - Leases	2
2019 Fraud Case Studies	2	2020 GASB 84 - Fiduciary Activities	2
2019 SOC 1 - Controls Testing	2	2020 Professional Skepticism	2
2019 ICFR Basics	2		
		TOTAL	81

*William joined Carr, Riggs and Ingram, LLC in September 2018. The CPE earned has been with CRI.

Attachment: City of Holly Hill FINAL-CRI (3022 : Auditor Selection)

ENGAGEMENT WITH OTHER GOVERNMENT ENTITIES



Below we have listed all of the governmental engagements performed by the Melbourne Office in the last three years.

RELATIONSHIP	TIMELINE	TOTAL HOURS	SCOPE OF WORK	ENGAGEMENT PARTNERS
City of Fort Lauderdale Community Redevelopment Authority Eileen Reilly, Assistant City Auditor, Contract Manager 954-828-5312 ereilly@fortlauderdale.gov	2017 - Present	1471	Business Consulting	Yvonne M. Clayborne Rob L. Broline
City of New Smyrna Beach, Florida Natalia Eckroth, Finance Director 386-410-2651 neckroth@cityofnsb.com	2014 - 2018	1196	Financial Audit, Preparation of CAFR, Federal Single Audit	Yvonne M. Clayborne Becky P. Hammond
City of Daytona Beach, Florida Patricia Bliss, Chief Financial Officer 386-671-8060 blissp@codb.us	2014 - Present	1004	Financial Audit of CAFR, Federal and State Single Audit	Yvonne M. Clayborne Becky P. Hammond
City of Port St. Lucie, Florida Faye Henry, Treasurer 772-871-5191 fhenry@cityofpsl.com	2018 - Present	950	Financial Audit, Preparation of CAFR, Federal and State Single Audit	Christine E. Noll-Rhan TJ Leahy
City of Melbourne, Florida/Melbourne Airport Authority, Florida Jeff Towne, Finance Director 321-608-7010 jeff.towne@mlbfl.org	1978 - Present	807	Financial Audit of CAFR, Federal and State Single Audit	Christine E. Noll-Rhan Deborah A. Goode
City of Palm Bay, Florida Yvonne McDonald, Finance Director 321-952-3418 mcdony@pbfl.org	2014 - 2017	729	Financial Audit	Deborah A. Goode Christine E. Noll-Rhan

Attachment: City of Holly Hill FINAL-CRI (3022 : Auditor Selection)

**ENGAGEMENT WITH OTHER GOVERNMENT ENTITIES
(CONTINUED)**

RELATIONSHIP	TIMELINE	TOTAL HOURS	SCOPE OF WORK	ENGAGEMENT PARTNERS
City of Rockledge, Florida Matthew Trine, Finance and Risk Management Director 321-221-7540 mtrine@cityofrockledge.com	2016 - Present	500	Financial Audit, Preparation of CAFR, Federal and State Single Audit	Christine E. Noll-Rhan Deborah A. Goode
City of Maitland, FL Jerry Gray, Finance Director 407-539-6201 jgray@itsmymaitland.com	2018 - Present	475	Financial Audit of CAFR	Yvonne M. Clayborne Christine E. Noll-Rhan
School District of St. Lucie County, Florida Michelle Thomas, CFO 772-429-3970 michelle.thomas@stlucieschools.org	2017 - Present	464	Internal Accounts Audit	Yvonne M. Clayborne Cheri Swain
City of Fellsmere, Florida Putnam Moreman Dir. of Finance and Accounting 772-646-6304 financedirector@cityoffellsmer e.org	2015 - Present	445	Financial Audit	Christine E. Noll-Rhan Deborah A. Goode
Indian River Mosquito Control District Doug Carlson, Director 772-562-2393 dougcarslson@irmosquito2.org	2018 - Present	430	Financial Audit	Christine E. Noll-Rhan Deborah A. Goode
City of West Melbourne, Florida Margi Starkey, Finance Director 321-837-7759 mstarkey@westmelbourne.org	2013- Present	410	Financial Audit, Preparation of CAFR, State Single Audit	Yvonne M. Clayborne Deborah A. Goode
Space Florida Denise Swanson CFO & VP of Administration 321-730-5301 dswanson@spaceflorida.gov	2004 - Present	400	Financial Audit, State Single Audit	Deborah A. Goode Christine E. Noll-Rhan
City of Groveland, Florida John Ter Louw, Director of Finance 352-429-3391 x2100 John.terlouw@groveland-fl.gov	2019 - Present	349	Financial Audit	Yvonne M. Clayborne Christine E. Noll-Rhan

Attachment: City of Holly Hill FINAL-CRI (3022 : Auditor Selection)

**ENGAGEMENT WITH OTHER GOVERNMENT ENTITIES
(CONTINUED)**

RELATIONSHIP	TIMELINE	TOTAL HOURS	SCOPE OF WORK	ENGAGEMENT PARTNERS
City of Daytona Beach Shores, Florida Kurt Swartzlander, Finance Director 386-763-5329 kswartzlander@cityofdbfs.org	2008 - Present	341	Financial Audit, Preparation of CAFR	Yvonne M. Clayborne Christine E. Noll-Rhan
City of Tarpon Springs Ron Harring, Finance Director 727-938-3711 rharring@ctsfl.us	2017 - Present	331	Internal Audit Business Consulting	Rob L. Broline Yvonne M. Clayborne
City of Satellite Beach, Florida Courtney Barker, City Manager 321-773-1391 cbarker@satellitebeach.org	2001 - Present	311	Financial Audit, Preparation of CAFR	Yvonne M. Clayborne Deborah A. Goode
School Board of Brevard County, Florida Dr. Mark Mullins, Superintendent 321-633-1000 mullins.mark@brevardschools. org	2019 - Present	262	Business Consulting	Deborah A. Goode Rob L. Broline
Town of Indialantic, Florida Michael Casey, Town Manager 321-723-2242 mcasey@indialantic.com	2001 - Present	260	Financial Audit	Christine E. Noll-Rhan Deborah A. Goode
Brevard County, Florida Frank Abbate, County Manager 321-633-2031 frank.abate@brevardcounty.us	2012 - Present	248	Internal Audit	Deborah A. Goode Rob L. Broline
City of Okeechobee, Florida India Riedel, Finance Director 863-763-9318 iriedel@cityofokeechobee.com	2001 - Present	235	Financial Audit	Deborah A. Goode Christine E. Noll-Rhan
Town of Indian River Shores, Florida Heather Christmas, Town Treasurer 772-231-1771 irsta@irshores.com	2016 - Present	200	Financial Audit	Christine E. Noll-Rhan Deborah A. Goode

Attachment: City of Holly Hill FINAL-CRI (3022 : Auditor Selection)

ENGAGEMENT WITH OTHER GOVERNMENT ENTITIES (CONTINUED)

RELATIONSHIP	TIMELINE	TOTAL HOURS	SCOPE OF WORK	ENGAGEMENT PARTNERS
Town of Orchid, Florida Noah Powers, Town Manager 772-581-2770 townmanager@townoforchid.com	2018 - Present	150	Financial Audit	Christine E. Noll-Rhan Deborah A. Goode
Sebastian Inlet District Commission Dave Kershaw, Finance Director 321-724-5175 dkershaw@sitd.us	1991 - Present	150	Financial Audit	Christine E. Noll-Rhan Deborah A. Goode
Titusville-Cocoa Airport Authority Michael Powell, Chief Executive Officer 321-267-8780 mpowell@flairport.com	2019 - Present	145	Financial Audit, Federal Single Audit	Deborah A. Goode Yvonne M. Clayborne
Melbourne-Tillman Water Control District Dan Anderson, District Manager 321-723-7233 dra@melbournetillman.org	1999 - Present	140	Financial Audit	Deborah A. Goode Christine E. Noll-Rhan
Eastern Florida State College Foundation Mark Cherry, Chief Financial Officer 321-433-7028 cherrym@easternflorida.edu	2013 - Present	109	Financial Audit	Deborah A. Goode Christine E. Noll-Rhan
Eastern Florida State College (WEFS-TV) Mark Cherry, Chief Financial Officer 321-433-7028 cherrym@easternflorida.edu	2012 - Present	104	Financial Audit	Deborah A. Goode Christine E. Noll-Rhan
City of Indian Harbour Beach, Florida Julie Bradford, Comptroller 321-427-2223 juliechrismail@bellsouth.net	2018 - Present	99	Employee Benefit Plan Audit	Christine E. Noll-Rhan Becky P. Hammond

Attachment: City of Holly Hill FINAL-CRI (3022 : Auditor Selection)

**ENGAGEMENT WITH OTHER GOVERNMENT ENTITIES
(CONTINUED)**

RELATIONSHIP	TIMELINE	TOTAL HOURS	SCOPE OF WORK	ENGAGEMENT PARTNERS
School Board of Broward County, Florida Joris Jabouin, Chief Auditor 754-321-2400 patreilly@browardschools.com	2018 - Present	87	Business Consulting	Rob L. Broline Matt Incinelli David Mills Deborah A. Goode
Greater Orlando Aviation Authority K. LuAnn Fisher, Finance Contracts Administrator 407-825-2026 luann.fisher@goaa.org	2019 - Present	58	Business Consulting	Rob L. Broline Deborah A. Goode
City of Cocoa Beach Jim McKnight, City Manager 321-868-3245 citymanager@cityofcocoa beach.com	2018	29	Business Consulting	Rob L. Broline Deborah A. Goode
Eastern Volusia Regional Water Authority Patricia Bliss, Finance Director 386-671-8060 blissp@codb.us	2014 - Present	16	Review Financial Statements	Yvonne M. Clayborne Deborah A. Goode

Attachment: City of Holly Hill FINAL-CRI (3022 : Auditor Selection)

CRI's Governmental Clients in the State of Florida						
Services Provided	Total Number of Funds	Total Revenue	Annual Audit	Single Audit	CAFR Award	Various Consulting Services
County Government Clients						
Duval County/City of Jacksonville, Florida	51	\$1.8B	X	X	X	
Flagler County, Florida	61	\$186M	X	X	X	
Gilchrist County, Florida	31	\$16M	X	X		
Holmes County, Florida	18	\$16M	X	X		X
Jackson County, Florida	60	\$40M	X	X		
Jefferson County, Florida	12	\$25M	X	X		
Levy County, Florida	39	\$41M	X	X		
Manatee County, Florida	45	\$682M	X	X	X	
Pasco County, Florida	87	\$762M	X	X	X	
Putnam County, Florida	52	\$87M	X	X	X	
Sarasota County, Florida	210	\$839M	X	X	X	
St. Johns County, Florida	99	\$293M	X	X	X	
Sumter County, Florida	44	\$102M	X	X		
Walton County, Florida	41	\$110M	X	X	X	X
Washington County, Florida	92	\$27M	X	X		
Alachua County, Florida	31	\$270M	X	X	X	
Baker County, Florida	37	\$29M	X	X		
Bay County, Florida	31	\$199M	X	X	X	
Brevard County, Florida	38	\$505M				X
Calhoun County, Florida	33	\$25M	X	X		
Clay County, Florida	64	\$130M	X	X	X	
Dixie County, Florida	30	\$18M	X	X		
Municipal Government Clients						
City of Blountstown, Florida	7	\$8.5M	X	X		
City of Callaway, Florida	6	\$13M	X	X	X	
City of Chiefland, Florida	4	\$4M	X	X		
City of Cocoa, Florida	19	\$89M	X	X		
City of Cross City, Florida	2	\$2M	X	X		
City of Daytona Beach, Florida	67	\$93M	X	X	X	
City of Daytona Beach Shores, Florida	6	\$17M	X			
City of Destin, Florida	6	\$13M	X	X	X	
City of Fanning Springs, Florida	2	\$4M	X	X		
City of Fellsmere, Florida	18	\$5M	X	X		
City of Fort Lauderdale, Florida	N/A	N/A				X
City of Gainesville, Florida	86	\$130M	X	X	X	
City of Green Cove Springs, Florida	6	\$130M	X	X	X	

CRI's Governmental Clients in the State of Florida						
Services Provided	Total Number of Funds	Total Revenue	Annual Audit	Single Audit	CAFR Award	Various Consulting Services
Municipal Government Clients (Continued)						
City of Groveland, Florida	4	\$26M	X			
City of Gulfport, Florida	14	\$17M	X		X	
City of Jacksonville/Duval County, Florida	51	\$1.8B	X	X	X	
City of Maitland, Florida	16	\$40M	X		X	
City of Marianna, Florida	6	\$29M	X	X		
City of Melbourne, Florida/Melbourne Airport Authority, Florida	24	\$159M	X	X	X	
City of Mount Dora, Florida	17	\$17M				X
City of New Port Richey, Florida	10	\$40M	X	X	X	
City of New Smyrna Beach, Florida	25	\$80M	X	X	X	
City of Okeechobee, Florida	6	\$6M	X			
City of Palatka, Florida	10	\$18M	X	X	X	
City of Palm Bay, Florida	53	\$113M	X	X	X	
City of Panama City Beach, Florida	11	\$73M	X			
City of Port St. Lucie, Florida	43	\$350M	X	X	X	
City of Rockledge, Florida	8	\$26M	X			
City of Satellite Beach, Florida	9	\$11M	X	X	X	
City of St. Augustine Beach, Florida	4	\$13M	X	X		
City of Tallahassee, Florida	39	\$678M	X	X	X	
City of Treasure Island, Florida	9	\$15M	X		X	X
City of Webster, Florida	4	\$1M	X	X		
City of West Melbourne, Florida	7	\$20M	X		X	
City of Wildwood, Florida	5	\$10M	X	X		
City of Yankeetown, Florida	2	\$750K	X	X		
Town of Alford, Florida	2	\$516K	X	X		
Town of Altha, Florida	3	\$977K	X	X		
Town of Callahan, Florida	2	\$1M	X	X		
Town of Cross City, Florida	2	\$2M				
Town of Greenwood, Florida	2	\$555K	X	X		
Town of Hastings, Florida	2	\$1M	X	X		
Town of Howey-in-the-Hills, Florida	9	\$2M	X	X		
Town of Indialantic, Florida	6	\$3M	X			
Town of Indian River Shores, Florida	9	\$7M	X			
Town of Inglis, Florida	3	\$2M	X	X		
Town of Longboat Key, Florida	32	\$24M	X	X	X	
Town of Orchid	1	\$1M	X			X
Town of Welaka, Florida	2	\$2M	X	X		

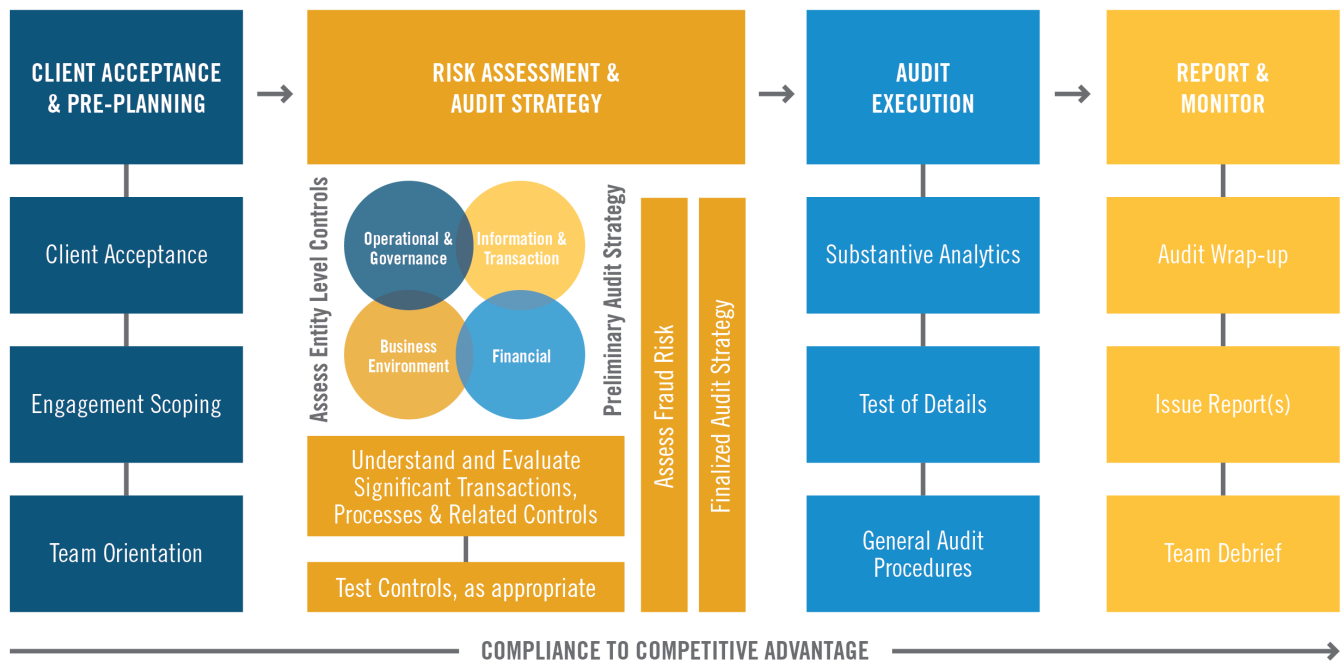
CRI's Governmental Clients in the State of Florida						
Services Provided	Total Number of Funds	Total Revenue	Annual Audit	Single Audit	CAFR Award	Various Consulting Services
School District Clients						
Broward County Schools, Florida (Internal Audit)	N/A	\$3.9B				X
Calhoun County School Board, Florida (Internal Accounts)	6	\$663K	X	X		
Florida Virtual School, Florida	13	\$121M	X	X		
Manatee County School Board (I/A), Florida	N/A	\$820M				X
Monroe County Public Schools, Florida (Internal Accounts)	1	\$3M	X			
Orange County Public Schools, Florida (Internal Accounts)	1	\$43M	X			
Okaloosa County District School Board, Florida	20	\$269M	X	X		
Osceola County School District	N/A	N/A				X
St. Johns County Public Schools, Florida	20	\$11M	X			
Pinellas County School District School Board, Florida	20	\$1,098M	X	X		
Pasco County School District School Board, Florida	20	\$743M	X	X		
Polk County School District, Florida	N/A	N/A				X
Santa County School District School Board, Florida	N/A	N/A				X
Seminole County School District, Florida	N/A	N/A				X
St. Lucie County School District, Florida (Internal Accounts)	1	\$7M	X			X
Walton County School Board, Florida (Internal Accounts)	9	\$2M				X
Volusia County School District, Florida	1	\$6M				X
Other Government Clients						
Citizens Property Insurance Corporation	1	\$2B	X			
Destin Fire Control District, Florida	2	\$6M	X			
Florida Prepaid College Board, Florida	4	\$40M	X			X
Florida State Fair Authority, Florida	1	\$17M	X			
Florida State University School, Inc., Florida	4	\$14M	X			
Indian River Mosquito Control District	4	\$4M	X			
Lakewood Ranch Stewardship District, Florida	3	\$33M	X			
Melbourne-Tillman Water Control District, Florida	1	\$2M	X			
Mid Bay Bridge Authority, Florida	1	\$18M	X			

CRI's Governmental Clients in the State of Florida						
Services Provided	Total Number of Funds	Total Revenue	Annual Audit	Single Audit	CAFR Award	Various Consulting Services
Other Government Clients (Continued)						
Miami-Dade Airport Department, Florida	N/A	N/A	X			
Sebastian Inlet District Council, Florida	1	\$2M	X			
Space Florida, Florida	1	\$26M	X	X		
St. Augustine - St. Johns City Airport Authority, Florida	1	\$3M	X	X		
St. Johns County Housing Finance Authority, Florida	1	\$2M	X			
St. Johns County Industrial Dev. Authority, Florida	1	\$100K	X			
Titusville-Cocoa Airport Authority	1	\$3M	X	X		
Trailer Estates Fire Control District, Florida	1	\$100K	X			
VISIT Florida, Florida	1	\$90M	X	X		X

CRI AUDIT APPROACH



Our audit approach is a four stage approach, as depicted in the summary below. Our client acceptance and risk assessment procedures occur during detailed conversations and observations with your team. The results of those procedures allow us to tailor an audit program to your specific risks and needs. We then execute the audit, report the results, and evaluate continuous improvement opportunities for ongoing service and benefit to you.



Attachment: City of Holly Hill FINAL-CRI (3022 : Auditor Selection)

PROPOSED SEGMENTATION OF THE ENGAGEMENT



STAGE 1: CLIENT ACCEPTANCE & PRE-PLANNING

- Perform client acceptance procedures.
- Collaborate with management to agree to expectations and scope.
- Assign appropriate staff based on client needs and assessed risk.

STAGE 2: RISK ASSESSMENT & AUDIT STRATEGY

- Interview client personnel and others to understand client-specific objectives and risks.
- Assess following aspects of the organization for their impact on the audit plan:
 - environmental and other external risks,
 - management's fraud and IT risk assessment models,
 - entity level controls including:
 - control environment
 - risk assessment,
 - information and communication,
 - and monitoring controls.
 - IT General Computer (ITGC) controls, such as
 - IT Environment
 - Developing and Delivering IT, and
 - Operating and Monitoring IT.
- Determine materiality.
- Develop and document our understanding of and/or reliance on:
 - linkage of financial statements to:
 - significant transactions,
 - processes,
 - IT systems, and
 - related controls,
 - existence of/reliance on SOC entities and their reports,
 - internal audit, and
 - specialists (e.g. valuation, pension costs, etc.).
- If elected, test controls including ITGC, through a mix of:
 - inquiry,
 - observation
 - examination, and
 - re-performance.
- Perform preliminary analytical procedures.
- Finalize risk assessments and develop a final audit strategy.

STAGE 3: AUDIT EXECUTION

- Where possible to test as efficiently as possible:
 - develop detailed analytical procedures to use as substantive tests (benefit = reducing tests of details):
Examples include:
 - ratio analysis,
 - regression analysis,
 - trend analysis,
 - predictive tests, or
 - reasonableness test,
 - utilize Computer-Assisted Audit Techniques (CAATs) (benefit = automation of testing for more coverage and less disruption to the client), and
 - perform targeted testing (also known as "coverage" testing) to test large portions of account balances (benefit = more coverage with smaller selections).
- Perform tests of details, including sampling.
- Perform general audit procedures such as tests related to:
 - commitments and contingencies,
 - legal letters,
 - management representations,
 - reviews of Board minutes,
 - related party transactions,
 - debt covenants, and
 - going concern.
- Perform other tests for compliance such as Yellow Book or Single Audit tests.

STAGE 4: REPORT & MONITOR

- Continually monitor throughout the audit - providing feedback as agreed during scoping.
- Conclude the audit (i.e. issue opinions and reports).
- Develop and present:
 - reports,
 - required communications,
 - management letter comments, and
 - other audit-related deliverables.
- Perform debriefings to identify opportunities for improvement with our:
 - engagement team, and/or
 - client's team.

LEVEL OF STAFF AND # OF HOURS BY SEGMENT



AUDIT, INCLUDING POLICE AND FIRE PENSION AUDITS					
HOURS BY SEGMENT					
	PARTNERS	MANAGERS	SENIOR	STAFF	TOTAL HOURS BY SEGMENT
Client Acceptance	6	8	6	4	24
Risk Assessment	15	25	23	16	79
Audit Execution	17	38	82	56	193
Monitor	20	25	24	14	83
TOTALS	58	96	135	90	379

SINGLE AUDIT					
HOURS BY SEGMENT					
	PARTNERS	MANAGERS	SENIOR	STAFF	TOTAL HOURS BY SEGMENT
Client Acceptance	.5	.5	1	-	2
Risk Assessment	1.25	1.50	3	-	5.75
Audit Execution	1	1.50	14	-	16.50
Monitor	1.25	.5	2	-	3.75
TOTALS	4	4	20	-	28

COMMUNITY REDEVELOPMENT AUDIT INCLUDING FINANCIAL STATEMENT PREPARATION					
HOURS BY SEGMENT					
	PARTNERS	MANAGERS	SENIOR	STAFF	TOTAL HOURS BY SEGMENT
Client Acceptance	.5	.5	.5	.5	2
Risk Assessment	.5	1.25	3	1	5.75
Audit Execution	.5	1.25	5.50	2.50	9.75
Monitor	.5	1	1	.5	3
TOTALS	2	4	10	4.5	20.5

Attachment: City of Holly Hill FINAL-CRI (3022 : Auditor Selection)

CRI AUDIT FRAMEWORK

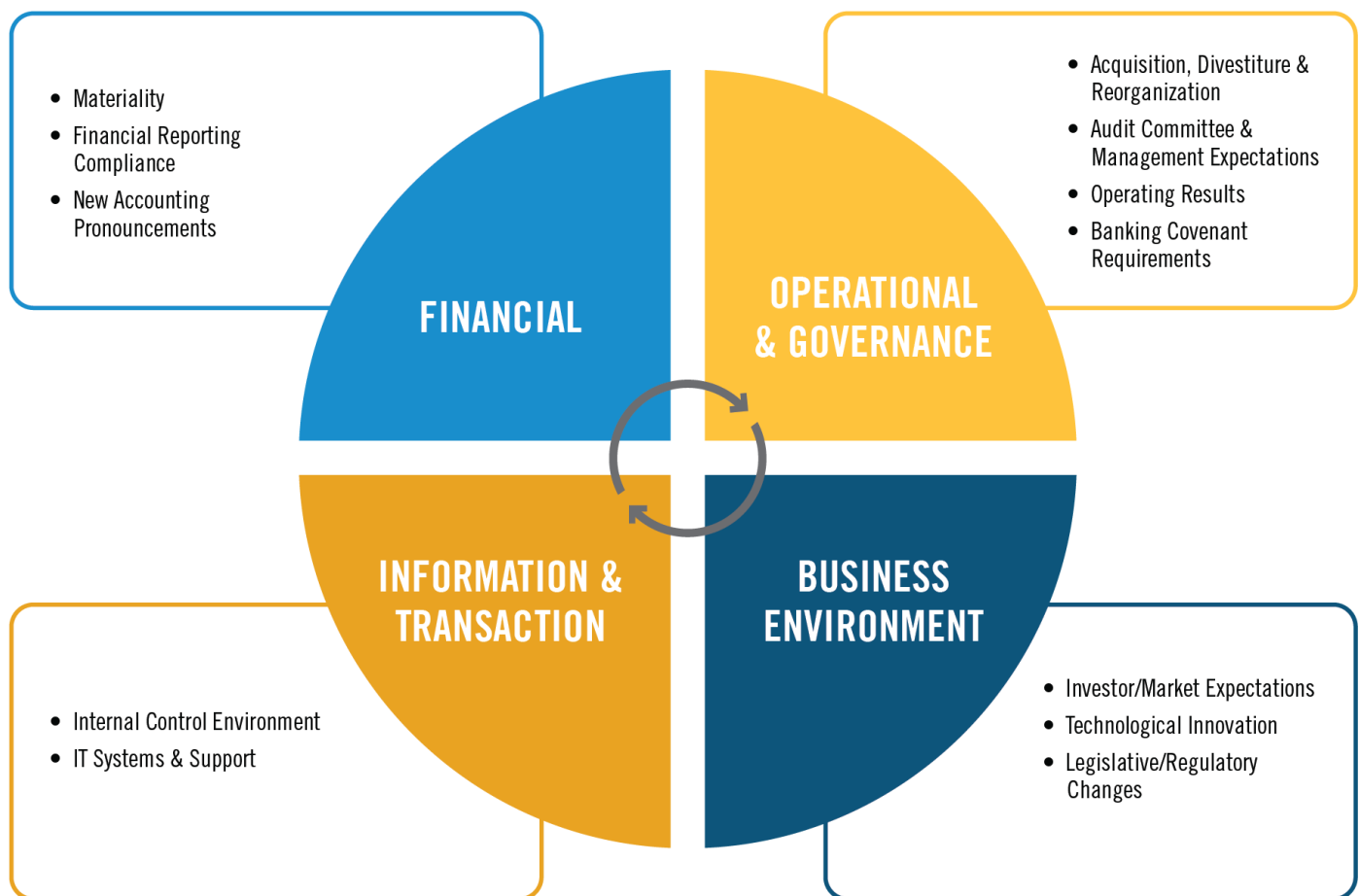


Our proposed services require a coordinated effort between us and City of Holly Hill's team. Planning and continual communication are essential to developing the appropriate procedures, working collaboratively to resolve any identified issues, and meeting your timelines.

CRI's audit approach occurs within a framework of our client's business and industry; therefore, we assess risk by:

- Understanding management's perspectives and goals, and
- Considering business conditions and threats that could prevent management from achieving its business objectives.

We assess risks in the following areas:



Attachment: City of Holly Hill FINAL-CRI (3022 : Auditor Selection)

CRI AUDIT FRAMEWORK



Our ultimate intent is to drill down from these broad risks to specific financial reporting risks. We understand both these risks and management's processes and procedures for mitigating them (i.e. internal controls) in order to develop our procedures to carry out our audit responsibilities.

Although our audits are conducted through a structured, risk-based model, we focus on understanding the client's needs, requirements, and expectations. We work collaboratively with management and the Audit Committee (or similar function) to develop a communication and work plan to continuously improve client service, by doing so we help in moving your team from simple compliance to providing you with a competitive advantage.

In planning, we concentrate on "key risks," (items with a greater risk of a material misstatement, a material weakness in internal controls, or other matters resulting in the issuance of an inappropriate audit report). We focus on "material" items (i.e. those items that would be important to the user of your financial statements). When evaluating materiality of identified misstatements, certain quantitative and qualitative factors must be considered—which may include:

- Impact on operating trends (revenue/income, expenses, net income, etc).
- Nature of the misstatement (i.e., did the misstatement result from an unlawful transaction?).
- Impact on liquidity, capital/surplus, earnings capacity, etc.
- Impact to loan covenants and contractual and regulatory requirements.

Consistent communication is a key to completion of the audit. By ensuring constant involvement, we are in a better position to respond to your issues timely and efficiently. Therefore, we plan to meet with your management to:

- Set-up the audit by reviewing the mapping of City of Holly Hill's financial information (financial statements and notes) to significant processes and IT systems to ensure that all significant account balances, transactions, procedures, and systems are tested as deemed necessary.
- Discuss ongoing changes—specifically new accounting pronouncements and key business transactions in their early stages, enabling us to agree on the resolution of various complex business issues on a timely basis.

DELIVERING QUALITY TO YOU



AUDIT METHODOLOGY

Our audit, tax, consulting, and client accounting services documentation is maintained electronically. Compliance with our methodology is regularly reviewed and evaluated as part of our internal quality program, which is further discussed in this section under **INTERNAL QUALITY CONTROL REVIEWS AND EXTERNAL REVIEWS**. Comprehensive policies and procedures governing all of our practices and addressing professional and regulatory standards and implementation issues are constantly updated for new professional developments and emerging issues. See the table of contents to identify the relevant audit approach and methodology detailed description section.

ENGAGEMENT QUALITY REVIEW PARTNER (CONCURRING PARTNER)

Audit engagements are assigned engagement quality review (EQR) partner, as appropriate. This role is one of the most important elements of our quality assurance process, as it provides for a timely, independent review of key accounting and auditing issues. The EQR partner also reviews the financial statements and related supporting documentation—including the disclosures—to evaluate their fair presentation under accounting principles generally accepted in the United States of America (GAAP).

INTERNAL QUALITY CONTROL REVIEWS AND EXTERNAL REVIEWS

Experienced partners and professional staff of our firm conduct quality control reviews of our audits. Our partners' work is reviewed annually, and the inspection process includes periodic testing of the effectiveness of our quality controls and a continuous improvement program. This risk-based annual inspection is intended to mimic the triennial peer review described in the following paragraph and are performed on completed engagements. In addition to this inspection, we perform in-process, "pre-issuance" reviews of partners' work that are chosen for using a risk-based selection process; these reviews are performed by our corporate quality control team. The combination of the in-process and completed engagements is part of our continuous improvement processes.

Peer reviews are performed every three years by another independent public accounting firm. The most recent review of our firm was performed in 2019 by Brown Edwards, whose report was the most favorable possible "Pass".

In addition, we are registered with the PCAOB and our 2018 PCAOB inspection report was also the most favorable possible—no audit deficiencies or quality control defects identified. The 2018 PCAOB report can be viewed at <https://pcaobus.org/Inspections/Reports/Documents/104-2019-029-Carr-Riggs-Ingram-LLC.pdf>.

PROPOSED AUDIT STRATEGY



GAAP provides a conceptual framework for accounting, financial reporting, and disclosure. Your application of GAAP varies depending on your facts and circumstances—and interpretations.

Our general audit approach as described above is tailored to address the nature and inherent risk of each area. For significant areas, we will:

- Meet with management to gain an understanding of management's processes and controls.
- Assess and test such controls, as necessary.
- Perform substantive analytical audit procedures and tests of details, as appropriate.

In certain complex areas, we may use functional specialists (e.g. information technology (IT), valuation of investments, and review of actuarial assumptions and calculations) to assist in the evaluation of complicated transactions and judgmental account balances. Additionally, we will review the financial statement disclosures and evaluate the overall transparency of City of Holly Hill's financial reporting.

Taking into account various items related to City of Holly Hill, such as—but not limited to—industry expertise, knowledge of your organization, preliminary risk assessments, materiality, and the judgmental nature of the accounts, we have outlined below the key areas of audit focus and our proposed strategy.

PROPOSED AUDIT STRATEGY						
			Substantive Procedures			Notes
Significant Areas	Level of Risk	Test of Controls	Analytics	Test of Details	Use of CAATs	
Initial audit procedures	High	X	X	X	X	• First time audit - all areas will be impacted. • We also will perform the requisite predecessor/successor communications.
Fraud risks	Medium	X	X	X	X	• Will meet AICPA requirements of fraud testing. • Fraud is considered an intentional act that results in a material misstatement of the financial statements. • We will gather information to identify risks of material misstatement due to fraud, and evaluate processes that address fraud.
Financial reporting	Medium	X	X	X	X	• Period-end financial reporting is critical; financial reporting compiles/reconciles detailed information from underlying processes and systems.
Other estimates and contingencies	Medium	X	X	X		• Compensated absences – we will perform tests of details and substantive analytics to substantiate accuracy of account balance.
Manual journal entries	Medium	X		X	X	• Manual journal entries are risky.

PROPOSED AUDIT STRATEGY



PROPOSED AUDIT STRATEGY						
			Substantive Procedures			Notes
Significant Areas	Level of Risk	Test of Controls	Analytics	Test of Details	Use of CAATs	
IT systems	High	X	X	X	X	- Underlying financial and operational systems supporting the key business cycles play a critical role in the ability to generate and compile complete and accurate financial data. - The IT security, computer operations and program change controls for financially significant applications are vital.
Capital assets and related expenditures	Medium	X	X	X	X	Capital assets are significant due to the account balance and susceptibility to misappropriation.
Accounts payable and related expenditures	Medium	X	X	X	X	Accounts payable are significant due to the account balance and number of transactions impacting accounts payable and the related expense accounts.
Payroll, related liabilities and payroll expenditures	Medium	X	X	X	X	Payroll liability accounts and related expenditures are significant due to the account balance and payroll expenditures comprise a significant portion of City of Holly Hill's expenditures.
Long-term debt / debt covenants	High	X	X	X		- Debt may be significant due to the size of account balance and covenants associated with debt. - We will perform tests of compliance through substantive analytics and confirmation of certain data with creditors and other third-parties.
Deferred revenue	Medium	X		X		Deferred revenue is significant due to the size of account balance.
Revenue recognition	High	X	X	X	X	- City of Holly Hill generates revenue from taxes, grants and user fees. - We will test revenue systems and processes and perform a combination of substantive analytical procedures and tests of details to test this area.
Cash and cash equivalents	Low	X		X		Cash is significant because of the large account balance and number of transactions impacting account.
Accounts receivable	High	X	X	X	X	Accounts receivable are significant due to the account balance, number of transactions and issues related to estimates associated with the allowance for doubtful accounts.

Attachment: City of Holly Hill FINAL-CRI (3022 : Auditor Selection)

PROPOSED AUDIT STRATEGY



PROPOSED AUDIT STRATEGY						
			Substantive Procedures			Notes
Significant Areas	Level of Risk	Test of Controls	Analytics	Test of Details	Use of CAATs	
Entity level controls	Medium	X	X	X	X	- We will gain an understanding of the control environment, risk assessment, monitoring, information and communication channels to determine the nature, timing, and extent of reliance on and tests of controls; we use all of the above to build the audit approach. - Our goal is to leverage management's processes to the degree possible, which increases efficiency.

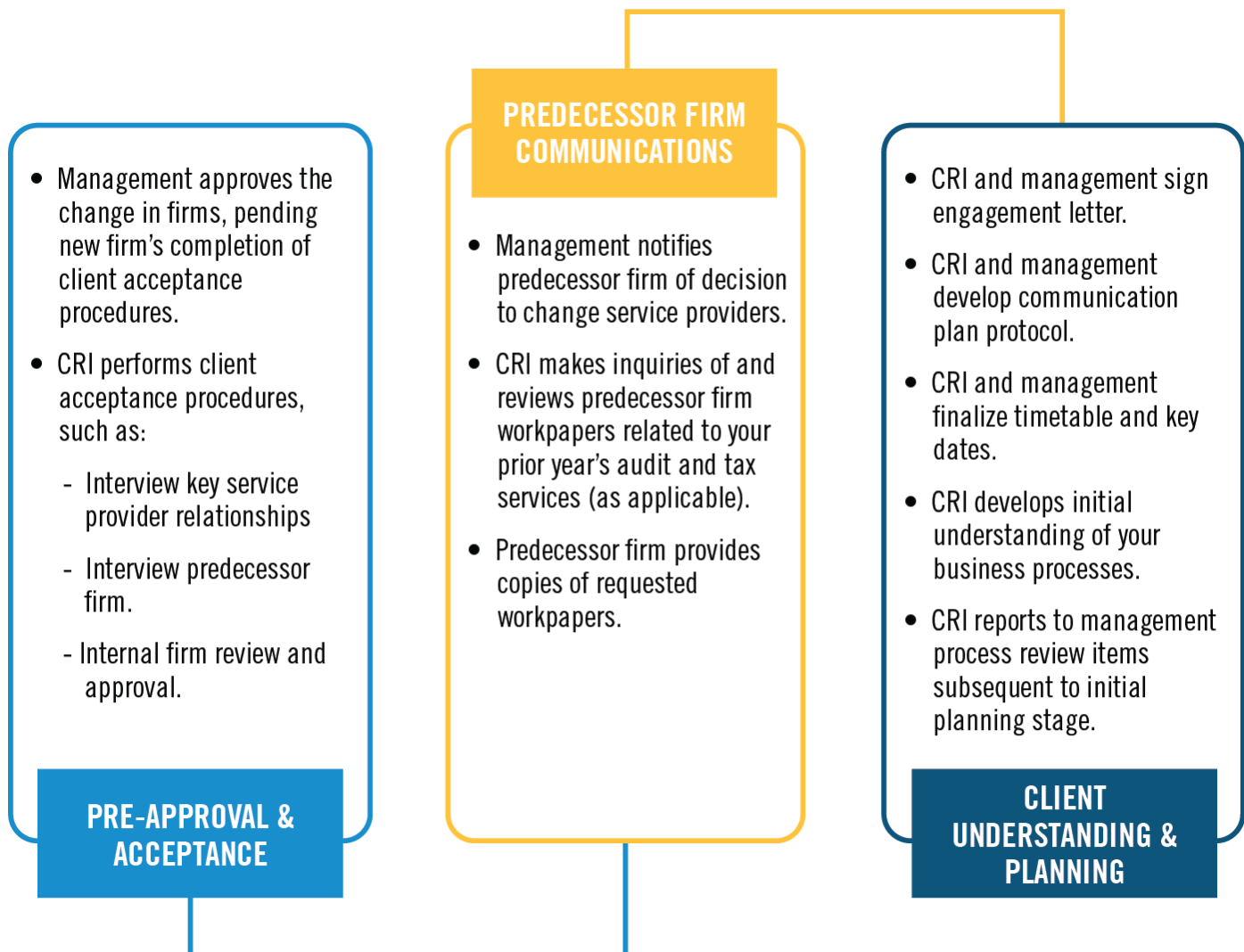
TRANSITIONING YOU



When choosing to change firms, the time involved in working with new accounting professionals is often a concern. CRI's well-defined efficient, seamless transition process is designed to:

- Provide you with value from the very first encounter,
- Avoid interruption of service,
- Minimize disruption and investment of management's time,
- Raise the standard of service, and
- Establish ongoing channels of communication with City of Holly Hill's management.

The transition plan is comprised of the following key activities and can occur within approximately two weeks, depending on the availability of the parties involved:



Attachment: City of Holly Hill FINAL-CRI (3022 : Auditor Selection)

CLIENT SERVICE IN TIMES OF CRISIS



Amidst the Coronavirus pandemic, CRI assembled a cross-functional team of professionals who have worked tirelessly to put into action our preparedness plans to ensure continuity of services for our clients. These teams, along with firm leadership, have monitored the latest updates and developments related to the Coronavirus crisis while maintaining uninterrupted delivery of services to you. We understand that being able to rely on advisors will help ease your mind and position you in a proactive stance for the future, and we want to assure you that our CRI professionals remain available to assist you with your current needs. While the methods by which you communicate with your advisor may differ during this time, the level of quality delivered by the professionals you know and trust will remain the same. CRI will continue with our proactive approach to interpreting new legislation and disseminating news of opportunities as they're made available in order to help provide stability and actionable solutions for you.

In addition to CRI's unwavering levels of client service, we have the tools and technology needed to provide a range of services in a remote environment. These offerings include virtual meeting softwares, secure file sharing, and more to continue to ensure proper compliance.



Since the pandemic began CRI has been very successful in keeping our audits moving forward by continuing great communication and being flexible and innovative in the way we have overcome various hurdles. Any on-site time lost could easily be replaced by remote work using our patented vSTAR™ system which allows us to do all the same system walkthroughs and observations that we would normally do if we were on-site. The CRI virtual Smart Tech Audits & Reviews (vSTAR)™ process combines minimal hardware, collaborative software, and cameras to allow us to perform all of our audit engagement virtually and in real time. This is neither a “remote audit” nor a “desk review,” both of which often involve electronic file transfers and little interaction with management. Instead, using the CRI vSTAR™ tools, the virtual audit includes dialogue with process owners virtually through recorded video meetings with screen sharing, captures and shares information electronically, and integrates technology seamlessly. Our goal is to provide you with the same high-quality audit services through more focused planning, with reduced distraction.

The CRI vSTAR™ process provides you with the same access to our specialists involved in your audit – regardless of the circumstances. Additionally, all of our auditors are provided laptops which provide them with VPN (secure network) access to our audit software. This allows our auditors to gather information – through Smartsheet, Share File, CRI vStar or through read-only access to the City's financial system – to perform audit procedures from remote locations. With this being said, we have sufficient staff and technological resources to ensure the audit timeline is not impacted by the Coronavirus Pandemic and we would entirely be able to stay on-track provided that we can receive documents from the City electronically and obtain read-only access to the GL system. We would also need an initial coordination between our Information Technology team and the City's Information Technology Department to ensure that security protocols for both the City and for CRI continue to be maintained. In conclusion, we are highly confident that any physical access limitations would not impact the audit timeline.

PROPOSED AUDIT TIMING/SEGMENTATION



TIMING OF AUDIT PROCEDURES BY SEGMENT	
STAGE #1: Client Acceptance & Pre-Planning	DATE
Appointment of audit firm	August 2020
Ongoing consultation on major issues and developments	Year-round
Entrance Conference with Finance Director & Customer Service Manager to discuss risk and scope	September 2020 but no later than October 15, 2020
Hold CRI engagement team planning meetings	September 2020
Finalize and communicate audit plan to management including a list of schedules to be prepared by City Staff	No later than October 30, 2020

STAGE #2: Risk Assessment & Audit Strategy	DATE
Gain understanding of significant processes and key controls	October 2020
Perform testing key controls to reduce substantive testing	October 2020
Determine nature, timing and extent of substantive procedures	November 2020
Perform selected substantive procedures as of interim date	November 2020
Formal progress conference with Finance Director and Customer Service Manager	November 2020

STAGE #3: Audit Execution	DATE
Conduct remaining substantive tests based on the results of audit procedures performed to date	January 11, 2021 - February 12, 2021
Formal progress conference with Finance Director & Customer Service Manager	Weekly during field work

STAGE #4: Report & Monitor	DATE
Issue draft audit reports	No later than February 26, 2021
Formal progress conference with Finance Director & Customer Service Manager to discuss final drafts of audit reports and recommendations to management	February 2021
Exit conference with the City Manager and Finance Director	No later than March 5, 2021
Presentation to City Commission	March 2021

Attachment: City of Holly Hill FINAL-CRI (3022 : Auditor Selection)

SPECIFIC AUDIT APPROACH



SIZE AND EXTENT OF STATISTICAL SAMPLING

The sample sizes of transactions to test are representative of the population and will be determined as early as possible in the audit process, in order to provide your staff sufficient time to pull the requested documentation. We typically test a sample of 40-60 for a test of controls reliance and expect zero deviations. When sampling a test of details, we will stratify our samples and test enough individually significant items (varies based upon risk, usually 35% of performance materiality, but can be more based on risk of area under audit) and then a random stratified sample of the remaining population to conclude on the fairness of the balance. We utilize guidelines established by auditing standards, which specify requirements for statistical and non-statistical sampling, to perform tests of internal controls and substantive tests as part of the audit of your financial statements. We will utilize data mining software IDEA and/or ActiveData for sampling in a non-statistical manner; often times we will stratify our samples to attempt to obtain additional coverage and reduce the amount of requested samples (where appropriate) from our clients.

CRI uses PPC audit forms (a commonly used Thomson-Reuters product) in order to determine sample sizes for compliance. The form has three tables that identify the population sizes for populations over 200, between 52 and 200, and under 52. We will work with the City to identify the population base that limits the number of transactions selected for efficiency, but still tests in accordance with auditing standards. For larger populations you can typically expect a sample of 25 items selected in order to test for compliance. For a monthly population of 12, you can expect between two and four items to be selected. These samples will be determined and sent to the City well ahead of fieldwork in order to allow the City time to have documents ready and reduce disturbance of your staff.

EXTENT AND TYPE OF EDP SOFTWARE USED IN THE ENGAGEMENT

CRI uses CCH Prosystem fx Engagement (a Wolters Kluwer product) to document our audit procedures and reports. We are proud that our firm utilizes this product to create a near-paperless environment. Within Prosystem fx Engagement, audit programs and checklists are procured from PPC Checkpoint Tools and reports, memos and testing workpapers are prepared using Microsoft Office products. Our teams also utilize IDEA and/or ActiveData software to assist them in the audit process.

DOCUMENT SHARING SYSTEM (SMARTSHEET)

CRI utilizes technology to provide for a “near paperless” audit. In addition to more traditional means of communication such as email, **CRI uses Smartsheet** to request, receive, and communicate in reference to documents, schedules and reports. Smartsheet is an **encrypted collaboration website used to share documents and manage the audit process**. On its face, the client “workspace” will look similar to a spreadsheet, making it intuitive to navigate. See the snip below for an example of Smartsheet. We create our entire document request listing in this tool which allows us to collaborate on due dates for each item and for the City to assign items to specific staff members. Functionality allows for drag and drop of files to each row and then a paperclip will appear for that row to show a document has been provided for that request. CRI and management would then be aware of dates when items were provided and CRI would know at all times what documents relate to each request, which could be challenging if documents are provided only through email or a standard portal. This functionality keeps us both accountable and able to quickly review status of requests and also **prevents duplicate requests** being made by the audit team. Smartsheet is also used throughout the audit to track progress and this can be monitored by the City.

SAMPLE AUDIT REQUEST LIST OF ITEMS REQUIRED FROM THE CITY

General

Final adjusted TB in Excel format

Report of journal entries for FY 2020 - 10/01/2019 through the date of this request
 Minutes of City Commission meetings for 10/01/2019 through the end of fieldwork
 Attorney confirmation letters
 Listing of all Council Members as of 09/30/2020
 Organizational chart for FY2020
 Copies of any grant program audits, monitoring reports and/or desk reviews received during FY 2020
 Successor Auditor Letter

Permanent File

City Charter
 Accounting policies and procedures
 Investment policies
 Travel policies
 Personnel manual
 Ordinances - Fees / Charges for Services
 Franchise agreements
 Employment contracts / agreements
 Operating lease agreements
 Management contracts (if any)
 457 Plan document
 401(a) Retirement Plan document
 CRA, other organization documents

Budget

FY 2020 budget and ordinance adopting the budget
 Copies of any amendments detailing changes to the budget
 Spreadsheet of FY 2020 adopted budget to 2020 amended budget, including ordinance numbers, operating transfers and capital
 FY 2020 budget and ordinance adopting the budget
 DR-402 (TRIM Certification) and letter of acceptance from the Dept. of Revenue

Planning & Risk Assessment

Internal control memos - complete/update & upload revised versions
 GL detail for legal costs paid to attorneys for FY 2020
 List of personnel authorized to use purchasing/credit cards with respective department and limits. Please also provide the YTD detail for P-card payments (purchases) electronically
 Preliminary SEFA or listing of grants with estimated expenditures for FY 2020
 Transaction detail for all travel accounts (detail from year to date)
 Summary/listing of all bid activity during year for year with estimated value of awarded contract.
 Copy of quarterly financial statements (presented to Council) for the quarter ended June 30, 2020, if applicable
 Summary of the status of City's action plan for any management comments from the FY 2019 audit
 Contraband expenditures, if any, during FY 2020
 OPEB census data for the period
 OPEB - Census data as of 9/30/20 (active / inactive employee count only)
 FRS census data for the period
 FRS Payment Analysis
 Census data for the Police pension plan for the period
 Census data for the Firefighter pension plan for the period

Walk-Throughs & Tests of Controls

CRI will upload Walk-Through templates to be filled out and reuploaded.

Cash

September 2020 and October 2020 bank reconciliations. Please include a listing of all outstanding checks or deposits in transit that are listed on the reconciliations.
 September 2020 and October 2020 bank statements
 Check registers for the period October 1, 2020 through Date of Fieldwork

Investments

Copies of September 2020 investment statements

SAMPLE AUDIT REQUEST LIST OF ITEMS REQUIRED FROM THE CITY (CONTINUED)

Certificates of deposit
 Florida PRIME
 Details of all investment transactions (transfers/sales/purchases) during FY 2020
 GASB 40 / 72 / 79 information from investment custodians
 Florida PRIME

Accounts Receivable & Due from Other Governments

Aged accounts receivable schedule as of 9/30/2020 by fund
 Due from other governments schedule as of 9/30/2020 by fund
 For Accts Receivable or due from other government balances greater than \$5k, please provide a subsequent collections date. If balances have not yet been collected, please provide agreements or allowance amount or reason why the City concluded there should not be an allowance against the receivable.
 Policy for applying allowance against accounts receivable
 Receivable confirmations - signed

Prepays/ Other Assets

Listing of prepaid and other assets as of 9/30/2020

Interfund Activity

Schedule of due to / due from other funds as of 9/30/2020
 Schedule of interfund transfers made during FY 2020 with explanation of reason for transfer

Property, Plant and Equipment

Fixed asset rollforward as of 9/30/2020
 Reconciliation of capital outlay and CIP expenditures by fund with supporting detail
 Detail of any fixed asset dispositions/sales by fund during FY 2020
 Depreciation schedule as of 9/30/2020
 (a) Governmental activities
 (b) Water & Sewer
 (c) Stormwater/Solid Waste
 Support for capitalized interest
 Detail of repair & maintenance expense accounts

Accounts Payable and Other Liabilities

Accounts payable detail by fund as of 9/30/2020
 Listing of cash disbursements/check register after fiscal year-end from 10/01/2020 to 12/31/2020, by fund if possible. List should include checks, wires, etc. and indicate check number, date paid, vendor, and amount of payment
 Accrued liabilities/other liabilities by fund as of 9/30/2020
 Compensated absences schedule as of 9/30/2020
 Schedule of accrued payroll as of 9/30/2020
 Deferred revenue - business tax as of 9/30/2020
 Construction in progress September 2020 pay applications

Debt and Commitments

Debt confirmations - signed
 Copies of capital leases
 Listing of assets acquired through capital leases with related accumulated depreciation as of 9/30/2020
 Copies of debt documents & related amortization schedules
 (a) Promissory note payable to Sun Trust Bank of Volusia County
 (b) Promissory note payable to BB&T
 (c) Water and Sewer System Improvement Revenue Bond, Series 2005
 (d) Water and Sewer System Improvement Revenue Bond, Series 2011
 (e) Water and Sewer System Improvement Revenue Bond, Series 2012
 (f) Water and Sewer System Improvement Revenue Bond, Series 2013
 (g) State of Florida, Department of Environmental Protection-Clean Water State Revolving Fund Loan Agreement dated July 28, 1998
 (h) State of Florida, Department of Environmental Protection-Clean Water State Revolving Fund Loan Agreement dated November 21, 2005
 (i) State of Florida, Department of Environmental Protection-Clean Water State Revolving Fund Loan Agreement dated October 17, 2007
 (k) State of Florida, Department of Environmental Protection-Clean Water State Revolving Fund Loan Agreement dated September 10, 2001
 Pledge revenue for FY 2020
 Debt roll-forward and maturities as of 9/30/2020
 Debt service sinking fund covenants and any other loan covenant compliance calculations as of 9/30/2020

Net Assets

Schedule of fund balances by restriction (i.e. non-spendable, reserved, restricted, assigned and unassigned)

SAMPLE AUDIT REQUEST LIST OF ITEMS REQUIRED FROM THE CITY (CONTINUED)

Statutory reference or copies of enacting legislation for fund balance restrictions
Schedule of net asset restrictions

Revenue

Revenue confirmations - signed

Water Revenues:

- (a) Number of customers
- (b) Total gallons billed
- (c) Average price per 1,000 gallons

Sewer Revenues:

- (a) Average price per 1,000 gallons

Solid Waste:

- (a) Number of customers (by type)
- (b) Total amount collected (if charged by amount collected)
- (c) Pricing for collection (by type)

Listing of all building permits issued from 10/1/2019 through 9/30/2020

Detail of miscellaneous revenue for each fund (if applic)

Payroll

Number of employees in each department

Actuary reports for OPEB and Pension Plans

Financial Statement & Note Support

Financial Statement Draft Report

Financial Statements - FINAL

List of major vendors and approximate FY2020 purchases from each (Top 10)

Support for encumbrances to be reported, if any

Schedule of construction commitments at year end (contracts signed, work not yet performed)

Information related to tax abatements (if applicable)

ITGC - Access Testing

List of new hires 10/01/2019 – 9/30/20

List of terminated employees 10/01/2019 – 9/30/20

Active Directory Dump

If possible please use the DumpSec utility, the output is easier to parse than powershell output.

List of users with access to online banking (User Entitlement Report)

List of users with access to the ACH files

ITGC - Backups

Description of the backup practices. Please provide screenshots of successful back ups, if available:

Mission critical data – frequency?

Support data - frequency?

Backups - where are they stored?

Was a backup restore tested during FY20?

If so, could you share the results?

ITGC - Environment

Vulnerability Report for the two most recent months

Screenshot of Trend Micro version

Firewall hardware or settings

VPN settings?

Could you provide a screenshot of the security settings for the City's wireless?

ITGC - Other Items

City's IT org chart or employee listing

Listing of any service providers utilized by the City in FY 2020. Please provide SOC reports, if available, and gap letters covering the period of issuance through 9/30

Screenshot of WSUS showing critical updates and an overview of All Computers

Was a password audit conducted on the City during FY 2020?

If so, could you provide the memo/results?

Screenshot of City's password policy for Windows

Did the City conduct a risk assessment during FY 2020?

If so, could you provide the memo/results?

SPECIFIC AUDIT APPROACH



TYPE AND EXTENT OF ANALYTICAL PROCEDURES

Analytical review procedures will be used in planning the nature, timing and extent of most audit procedures performed by CRI. Examples of analytical procedures used include comparisons to prior year balances and amounts from the City's financial reports as well as comparisons to current year budgets using the City's budget documents. Likewise, they will be used on an overall basis to test the results of the procedures we perform.

Throughout the audit, we will use analytical procedures such as historical trend comparisons, and prior-year actual to current-year actual comparisons on selected, related groups of accounts from the City's financial reports and budget documents. These are invaluable audit procedures that assist us in streamlining our audit work while "zeroing" in on major issues for management's consideration. Thus, this approach provides advantages for both the City as well as the auditors.

APPROACH TO UNDERSTANDING CITY'S INTERNAL CONTROL STRUCTURE

Our understanding of the internal control structure will include the following:

- Obtaining an understanding of the City's control environment, risk assessments, control activities, information and communication and monitoring systems as they relate to operations.
- This understanding is obtained through review of the existing policies and procedures, flowcharts, inquiries of personnel, inspection of documents and records, and observation of the activities and operations. This understanding would include accounting and administrative controls in place to ensure that the City complies with applicable laws and regulations and internal accounting policies and procedures.
- Documenting that understanding by summarizing key internal controls that we intend to place reliance on for substantive testing
- Utilizing a transactional walk-through to determine whether a policy or procedure has been placed in operation.
- Assessing control risk by evaluating the effectiveness of the City's internal control structure policies and procedures in preventing or detecting material misstatements in the financial statements.
- Performing dual tests of controls and transactions (accounting and administrative) to evaluate the effectiveness of such policies and procedures.

SPECIFIC AUDIT APPROACH



APPROACH TO UNDERSTANDING CITY'S INTERNAL CONTROL STRUCTURE (CONTINUED)

CRI's dedicated IT audit and assurance team has adopted an integrated audit approach that includes a review of relevant IT systems with input into the financial reporting process. We complete a review of IT policies and procedures and conduct "hands-on" testing against best practices and appropriate regulations, yielding financial audit effectiveness including uncovering IT deficiencies.

APPROACH TO DETERMINING LAWS AND REGULATIONS

CRI will utilize our experience and compliance templates to assist in our testing procedures over laws and regulations. Due to the quantity of governments we audit we have developed compliance testing templates which we update each year using the applicable sections of Florida Statutes and other regulatory requirements. We have a template that is specifically tailored for municipalities which would be used on your audit. In order to meet our Yellow Book obligations, when testing compliance with laws and regulations we will focus on the matters which could have a direct and material impact on the City's financial statements. If we identify immaterial instances of potential non-compliance we will share the findings with the City in the form of a recommendation so that it can be resolved in the future and governance can monitor it further as they deem necessary.

APPROACH TO DRAWING AUDIT SAMPLES FOR TESTS OF COMPLIANCE

In order to test compliance with laws and regulations, CRI will take the following approach to audit samples:

- Determine which law or regulation is necessary for testing and discuss with management any concerns related to compliance.
- Obtain general ledger listings, warrant listings and check registers, or other detail listings related to the requirements that may be necessary for testing and develop a reasonable sample size or procedures to perform in order to accomplish the goal of testing for compliance.
- We then may analytically scan the listing, judgmentally select, randomly select (using our IDEA and/or ActiveData software), or haphazardly select items for testing of the necessary compliance requirements.

In our Single Audit portion of testing we are required to test compliance and controls around compliance in accordance with Uniform Guidance and Rules of the Auditor General. In those instances we will perform dual-purpose tests which allow use to test the compliance and operating effectiveness of the controls around compliance simultaneously.

REVIEWING AND REPORTING

The work performed at each stage throughout the audit will be overseen and reviewed by the respective Partners and Manager to ensure it meets our high quality standards. We also perform extensive detailed reviews, including a second Partner review by a CAFR specialist/expert reviewer for the GFOA and a review conducted by the engagement quality control review (EQCR) Partner. The second Partner reviews the financial statements/CAFR in order to ensure they comply with all the latest GASB requirements and will help ensure that the CAFR is prepared in accordance with the GFOA's Certificate of Achievement for Excellence in Financial Reporting program requirements. The EQCR Partner has a more in depth role which includes an independent review of all key accounting and auditing issues.

SPECIFIC AUDIT APPROACH



LEVEL OF INTERIM WORK TO BE PERFORMED

CRI will perform the following interim work:

- Gain an understanding of internal controls and perform walkthroughs of key controls.
- Gain an understanding of IT systems relevant for financial reporting and perform walkthroughs of key IT controls
- Prepare and send confirmations and legal representation letters
- Test payroll data relevant to all employee benefit plan audits including testing a sample of birth date, hire date, date of termination and eligibility
- Read minutes and all permanent file documents
- Perform tests of travel and bid expenditures for compliance with laws and regulations
- Obtain original and final budget and ensure budget amendments approved by Commission
- Test a sample of expenditures throughout the year to reduce substantive testing

SPECIFIC AUDIT APPROACH



IDENTIFICATION OF ANTICIPATED POTENTIAL AUDIT PROBLEMS

CRI Does not anticipate any potential audit problems with this engagement based on the prior year financial statement audit. We are familiar with all of the City's fund types. In addition, other than the list of documents we previously included in our proposal for the City to provide, we do not anticipate any special assistance that will be requested from the City of Holly Hill.

NONCOMPLIANCE WITH PROPOSAL SPECIFICATIONS

CRI is in compliance with all items specified in the Request for Proposal

LETTERS OF RECOMMENDATION



Indian River Mosquito Control District

TOM LOWTHER, CHAIR
 JANICE BRODA, Vice-Chair
 LOUIS "BUCK" VOCELLE, SECRETARY/TREASURER
 DOUGLAS CARLSON, DIRECTOR

5655 41ST STREET
 VERO BEACH, FLORIDA 32967
 PHONE: (772) 562-2393 * FAX: (772) 562-9619
<http://irmosquito.com> * irmcd@irmosquito2.org



June 10, 2020

TO: WHOM IT MAY CONCERN

FROM: DOUGLAS CARLSON, DIRECTOR

RE: LETTER OF REFERENCE FOR CARR, RIGGS AND INGRAM (CPAs and Advisors)

This letter of reference is at the request of Carr, Riggs and Ingram (CPAs and Advisors). We have used CRI for the past 2 years as our District's auditing firm. During that period, we have found their staff assigned to our account to be extremely professional, efficient, detail-oriented, easy to work with and timely in completing the audit to meet our necessary timeframe. As is their responsibility, they have made requests and suggestions as to how we should modify our bookkeeping responsibilities which we believe has resulted in increasing the professionalism of our staff. I do not hesitate to recommend that you consider CRI for your auditing needs. If you have any questions, feel free to contact me or our Administrative Manager Diane Richards (diane.richards@irmosquito2.org).

Douglas Carlson
 Director
doug.carlson@irmosquito2.org

Attachment: City of Holly Hill FINAL-CRI (3022 : Auditor Selection)

STATE OF FLORIDA
Melbourne-Tillman Water Control District



June 11, 2020

Melbourne-Tillman Water Control District have engaged Carr, Riggs & Ingram, LLC for auditing services for the past eight years. We recently extended that engagement for an additional five years.

Carr, Riggs & Ingram's level of professional, thoroughness, and dependable knowledge in compliance requirements provides the District the confidence of a complete and accurate audit. Carr, Riggs & Ingram encourage their clients to contact them to address any issues or questions, always responding promptly.

Debbie Goode, Auditor Partner, and her staff have proven to be reliable and dependable. The timely responses from the planning stage, the field work, and through to the presentation of the financial statements to our Board of Directors are exceptional.

If you should have any questions or desire any further information please do not hesitate to call.

Respectfully,

MELBOURNE-TILLMAN WATER CONTROL DISTRICT

Debbie Leclair
 Assistant Manager/Administration

5990 Minton Road NW - Palm Bay, Florida 32907
 321-723-7233 - Fax 321-725-5933 - mtwcd@melbournetillman.org

Attachment: City of Holly Hill FINAL-CRI (3022 : Auditor Selection)



The CITY OF DAYTONA BEACH

"THE WORLD'S MOST FAMOUS BEACH"

April 11, 2019

Dear Audit Committee Members,

RE: Carr, Riggs & Ingram, LLC

The City of Daytona Beach Commissioners selected Carr, Riggs & Ingram, LLC (CRI) as its external auditors through the solicitation process in 2014. CRI is currently in the process of completing the fifth year of a three-plus-two year contract. The firm has been recommended by the Auditor Selection Committee for another five-year term contract which is scheduled on the agenda for the May 1, 2019 City Commission meeting.

The engagements have included the City's annual financial audit with single audit compliance, a schedule of activity for the landfill management account, a financial report of agreed-upon procedures for the water and wastewater services provided to the City of South Daytona, and a financial review of the Eastern Volusia Regional Water Authority of which the City Manager is a board member. During this time period, I have found the CRI team to be very professional and acknowledge CRI as an excellent firm.

My main contacts are partners Yvonne Clayborne and Debbie Goode. They are always available to answer any questions which ranged from the normal accounting and internal control topics to more specific matters such as the proper handling of an unusual settlement payment and the proper use of IRS tax forms for tournament prize money paid to international participants. They and the other CRI team members communicate well with me and my staff and provide prompt and sound technical support whenever needed. They are committed to and properly schedule work in order to meet our deadlines. Moreover, all Commissioners are given personal attention so that they can feel confident about the financial health of the City and have the opportunity to discuss any concerns on a one-on-one basis as well as at the annual CAFR presentation at the City Commission meeting.

There are many qualified CPA firms in the area; however, I strongly recommend CRI as a firm that will exceed your expectations. If you have any other questions or need additional information, please contact me.

Sincerely,

Patricia Bliss
Chief Financial Officer

Finance Department • P.O. Box 2451, Daytona Beach, Florida 32115-2451 • 386/671-8060
www.codb.us

Attachment: City of Holly Hill FINAL-CRI (3022 : Auditor Selection)

YOUR SERVICES & FEES



We value creating mutually rewarding, long-term relationships with our clients. Our goal is to provide high quality, responsive service that yields returns far greater than your investment in our professional fees. Please find below our proposal of fees to provide the requested services for the upcoming fiscal years.

SERVICE	CRI FEES 2020	CRI FEES 2021	CRI FEES 2022	CRI FEES 2023	CRI FEES 2024
TOTAL ALL-INCLUSIVE MAXIMUM ANNUAL FEE for Financial Audit & Reporting including Fire and Police Pension Audits	\$59,525	\$59,525	\$59,525	\$62,150	\$62,150
Perform Single Audit, State or Federal, if required	\$4,300/ea.	\$4,300/ea.	\$4,300/ea.	\$4,500/ea.	\$4,500/ea.
Perform Firefighter's Retirement Trust audit (as part of Financial Audit)	\$3,500	\$3,500	\$3,500	\$3,750	\$3,750
Perform the Police Officers' Retirement Trust Fund audit (as part of Financial Audit)	\$3,500	\$3,500	\$3,500	\$3,750	\$3,750
Perform the Community Redevelopment Area audit and prepare financial statement for CRA (separate audit)	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000

**Actual out-of-pocket expenses including travel, lodging and subsistence are included in the Total All-Inclusive Maximum Annual Fees quoted above. The fees also include all required audit services resulting from all known GASB pronouncements as of the date of the proposal.*

If City of Holly Hill requests additional services outside of this proposal, professional fee hourly rates are as follows:

CLASSIFICATION	HOURLY RATE
Partner	\$275
Manager	\$175
Senior	\$125
Staff	\$110

Our professional fees are based on the key assumptions that City of Holly Hill will:

- Ensure that the predecessor's work papers will be made available for timely review.
- Make available documents and work papers for review at City of Holly Hill's headquarters location, although we may choose to review at alternate locations.
- Prepare certain schedules and analyses and provide supporting documents as requested.
- Assist us in obtaining an understanding of the accounting systems of City of Holly Hill.
- Not experience a significant change in business operations or financial reporting standards.

YOUR SERVICES & FEES



The tables below are the total audit hours including the Police and Fire Pension Plan Audits.

YEARS 2020-2022			
CLASSIFICATION	HOURLY RATE	HOURS	AMOUNT
Partner	\$275	58	\$15,950
Manager	\$175	96	16,800
Senior	\$125	135	16,875
Staff	\$110	90	9,900
TOTALS		379	\$59,525

YEARS 2023 - 2024			
CLASSIFICATION	HOURLY RATE	HOURS	AMOUNT
Partner	\$277	60	\$16,620
Manager	\$177	100	17,700
Senior	\$127	138	17,526
Staff	\$112	92	10,304
TOTALS		390	\$62,150

Attachment: City of Holly Hill FINAL-CRI (3022 : Auditor Selection)

YOUR SERVICES & FEES



TOTAL SINGLE AUDIT HOURS YEARS 2020-2022 (PER YEAR)			
CLASSIFICATION	HOURLY RATE	HOURS	AMOUNT
Partner	\$275	4	\$1,100
Manager	\$175	4	700
Senior	\$125	20	2,500
TOTALS		28	\$4,300

TOTAL SINGLE AUDIT HOURS YEARS 2023-2024 (PER YEAR)			
CLASSIFICATION	HOURLY RATE	HOURS	AMOUNT
Partner	\$277	4	\$1,108
Manager	\$177	4	708
Senior	\$127	21	2,667
TOTALS		29	4,483
		ROUNDING	17
		TOTAL	\$4,500

TOTAL COMMUNITY REDEVELOPMENT AREA AUDIT AND FINANCIAL STATEMENT PREPARATION ALL YEARS 2020-2024 (PER YEAR)			
CLASSIFICATION	HOURLY RATE	HOURS	AMOUNT
Partner	\$275	2	\$ 550
Manager	\$175	4	700
Senior	\$125	10	1,250
Staff	\$110	4.5	495
TOTALS		20.5	2,995
		ROUNDING	5
		TOTAL	\$3,000

Attachment: City of Holly Hill FINAL-CRI (3022 : Auditor Selection)

MANNER OF PAYMENT

Invoices will be rendered monthly as work progresses, based on the hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the fee proposal. Interim billing shall cover a period of not less than a calendar month. Payment of the final billing to be made after delivery of the final report and presentation to the City Commission.

In no event will the City pay more than the fees quoted above unless otherwise negotiated. Any billing related to other professional services will be billed separately from the audit billings. In addition, the audit billings for the Single Audit, the Firefighters' Retirement Trust Fund, the Police Officers' Retirement Trust Fund, and The Community Redevelopment Area (CRA) will be broken out.

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

RFP TITLE: **ANNUAL INDEPENDENT AUDIT SERVICES**
 RFP NUMBER: **2020-FIN-002**
 RFP DUE DATE & TIME: **July 22, 2020 at 2:00 P.M.**
 RFP DEADLINE FOR QUESTIONS: **July 15, 2020 at 5:00 P.M.**
 RFP OPENING LOCATION: **Holly Hill City Hall Room 227, 1065 Ridgewood Ave,
 Holly Hill, FL 32117**

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

PROPOSER'S NAME: Carr, Riggs & Ingram, LLC

PROPOSER'S MAILING ADDRESS: 215 Baytree Drive

CITY-STATE-ZIP: Melbourne, Florida 32940

F.E.I.N.: 72-1396621

PHONE NUMBER: 321-255-0088

FAX NUMBER: 321-259-8648

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

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Proposal and certify that I am authorized to sign this Proposal for the Proposer. In submitting a Proposal to the City of Holly Hill, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Holly Hill 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 Holly Hill. 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 Deborah A. Goode
 AUTHORIZED SIGNATURE (MANUAL)

Deborah A. Goode

NAME (TYPED)

Partner

TITLE

July 22, 2020

DATED

Attachment: City of Holly Hill FINAL-CRI (3022 : Auditor Selection)

**CITY OF HOLLY HILL, FLORIDA
REQUEST FOR PROPOSALS
ANNUAL INDEPENDENT AUDIT SERVICES
RFP NO. 2020-FIN-002**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

City Clerk, City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

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

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

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

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

<u>Addendum Date</u>	<u>Addendum Number</u>
<u>July 13, 2020</u>	<u>1</u>
<u>July 17, 2020</u>	<u>2</u>

Receipt of all of which is hereby acknowledged.

This Proposal 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; PROPOSER has not directly or indirectly induced or solicited any other Submitter to submit a false or sham Submittal; PROPOSER has not solicited or induced any person, firm or a corporation to refrain from bidding; and PROPOSER 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: Carr, Riggs & Ingram, LLCVENDOR/CONTRACTOR LICENSE NUMBER: AD0016615ADDRESS: 215 Baytree Drive, Melbourne, Florida, 32905PHONE NO.: 321-255-0088 FAX NO.: 321-259-8648PROPOSER'S NAME: Deborah Goode, CPA
(Typed or Printed in Ink)TITLE: PartnerAUTHORIZED SIGNATURE: I, Deborah A. Goode hereby
(Original signature required in each document)

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

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

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

**CITY OF HOLLY HILL, FLORIDA
REQUEST FOR PROPOSALS
ANNUAL INDEPENDENT AUDIT SERVICES
RFP NO. 2020-FIN-002**

**CONFLICT. NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT**

- ☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.
- ☒ The undersigned firm has had no litigation on any project in the last five (5) years.
- ☐ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Carr, Riggs & Ingram, LLC
COMPANY NAME

Deborah A. Goode
AUTHORIZED SIGNATURE

Deborah A. Goode
NAME (PRINT OR TYPE)

Partner
TITLE

July 22, 2020
DATE

Attachment: City of Holly Hill FINAL-CRI (3022 : Auditor Selection)

**CITY OF HOLLY HILL, FLORIDA
REQUEST FOR PROPOSALS
ANNUAL INDEPENDENT AUDIT SERVICES
RFP NO. 2020-FIN-002**

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.

Carr, Riggs & Ingram, LLC

Company Name

Deborah A. Goode

Authorized Signature

Deborah A. Goode

Print Name

Partner

Title



**ADDENDUM NUMBER 1
RFP 20-FIN-02
ANNUAL INDEPENDENT AUDIT SERVICES
CITY OF HOLLY HILL**

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 20-FIN-02** for the above request for **ANNUAL AUDIT SERVICES** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids **MUST** be submitted or your bid may be declared Non-Responsive.

A Financial Auditing Services cost proposal form has been attached to this addendum for submission of your proposal. This form must be completed and submitted with your response to this Request for Proposal.

QUESTIONS AND ANSWERS

Q1. Have there been any major changes in the accounting team or internal controls of the City during F/Y 2020? Are any changes expected?

A 1. There have been 3 new staff members join the Finance team: Accounts Payable Clerk II, Finance Clerk II, and a Finance clerk/Cashier. There have been no major changes of internal controls.

Q2. Have there been any new significant transactions that have occurred during F/Y 2020 as compared to F/Y 2019?

A 2. No

Q3. Approximately when does the City receive the OPEB actuarial report? Same question for the Police Officers' and Fire System Plans?

A 3. OPEB report normally received in November following fiscal year end. Police and Fire actuary reports received February following the fiscal year for future valuations.

Q4. What were the audit fees paid for the last three fiscal years' audits? Did the audit firm provide any additional services during those years? If so, what services were provided and what were the fees charged?

A 4. Fiscal year 2019 \$58,750 (including Police & Fire Pension). No single audit was required for FY 2019. Fiscal year 2018 \$57,272 (including Police & Fire Pension). No single audit required was required for FY 2018. Fiscal year 2017 \$50,780 (Included single audit which cost \$3,678). Fire & Police pension audits were performed separately and paid by the respective pension plans.

Q5. What constitutes Local Vendor Preference?

A5. As defined in Resolution 2018-30, Purchasing Policy Section K Policy 2.44: "A local vendor would be interpreted as a bidder, which as of the date of the bid opening, has a valid Business Tax Receipt (BTR) issued by the City of Holly Hill to do business in the City of Holly Hill which authorizes the vendor to provide the

Attachment: City of Holly Hill FINAL-CRI (3022 : Auditor Selection)

goods, services, or construction to be purchased and has a physical address located within the limits of Holly Hill from which the vendor operates or performs business. A Post Office Box cannot be used to establish physical address. A local vendor preference of no greater than 5% (Not to exceed \$5,000) of the price submitted by the non-local vendor shall be granted with City Commission approval."

Q6. Please provide the audit fees paid for the last five fiscal years. Please separate out the audit fees paid for the single audit (if one was performed).

A6. Please see question 4 above for the last three years. The remaining requested years are as follows: Fiscal year 2016 \$45,932 (No single audit was required). Fiscal year 2015 \$44,864 (no single audit required). Fire & Police pension audits were performed separately and paid by the respective pension plans.

Q7. Please provide the budgeted FY20 audit fees. Please separate out the budgeted fees for the CRA and single audit. Are you expecting a single audit for FY20?

A7. The FY2020 budget includes \$63,500, which includes Police and Fire pension and CRA audit. No single audit requirement is anticipated for FY2020.



Signature acknowledges receipt and understanding of this addendum.

Deborah A. Goode, Partner

Name/Title

July 22, 2020

Date



RFP #2020-FIN-002

FINANCIAL AUDITING SERVICES COST PROPOSAL

Amounts include all direct (labor, travel, incidentals, etc.) and indirect costs. **The Proposer agrees that if the proposal is accepted, the fees will not increase over the agreed upon contractual amount for the entire contract term.** Any changes in accounting principles, or state or federal laws, rules and requirements associated with the annual financial report, requiring additional work shall be pre-approved by the City by way of a Change Order

Audit Period Ending	Total Projected Hours for <u>Total Financial Audit</u>	Fire Pension Audit (as part of Financial Audit)	Police Pension Audit (as part of Financial Audit)	<u>Total Financial Audit & reporting</u> including Fire & Police Pension	CRA separate Audit	Single Audit, if required
September 30, 2020	379	\$3,500	\$3,500	\$59,525	\$3,000	\$4,300
September 30, 2021	379	\$3,500	\$3,500	\$59,525	\$3,000	\$4,300
September 30, 2022	379	\$3,500	\$3,500	\$59,525	\$3,000	\$4,300
September 30, 2023	390	\$3,750	\$3,750	\$62,150	\$3,000	\$4,500
September 30, 2024	390	\$3,750	\$3,750	\$62,150	\$3,000	\$4,500

Attach separate sheet for the cost proposal items above that shows rates by Partner, Specialist, Supervisory and Staff Level Time and Hours Anticipated for Each level.

The City may from time to time request other professional services not related to the audit, such as special reports, official statements, bond covenant compliance, bond issues, rate studies, etc. In the event , additional professional services are requested please, also provide a separate schedule of the staff level and range of rates for each level for other professional services.

**ADDENDUM NUMBER 2
RFP 20-FIN-02
ANNUAL INDEPENDENT AUDIT SERVICES
CITY OF HOLLY HILL**

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 20-FIN-02** for the above request for **ANNUAL AUDIT SERVICES** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids **MUST** be submitted or your bid may be declared Non-Responsive.

QUESTIONS AND ANSWERS

Q1. I was looking at the addendum for Holly Hill audit services and I noted the below regarding fire and police pension audits. I just wanted to confirm that there are not separately issued financial statements and reports for the fire and police pension plans. I did not see anything that indicated that the fire and police pension plans would receive separate independent auditor's reports.

A1. Separate independent audit reports are not required for they Fire and Police pension.

Deborah A. Goode

Signature acknowledges receipt and understanding of this addendum.

Deborah A. Goode, Partner

Name/Title

July 22, 2020

Date

RFP 20-FIN-001 ANNUAL INDEPENDENT AUDIT SERVICES

Attachment: City of Holly Hill FINAL-CRI (3022 : Auditor Selection)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/10/2020

6.1.e

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 Edgewood Partners Insurance Center Lemme, a division of EPIC 111 West Campbell 4th Floor Arlington Heights, IL 60005		CONTACT NAME: Cathy Kuehl PHONE (A/C, No, Ext): 847-385-6800 E-MAIL ADDRESS: PSGCerts@lemme.com		FAX (A/C, No):
INSURED Carr, Riggs & Ingram, LLC 901 Boll Weevil Circle, Suite 200 Enterprise, AL 36330		INSURER(S) AFFORDING COVERAGE INSURER A: Scottsdale Ins Co and various insurers		NAIC #
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 59441812

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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$
A	Professional Liability			HWS0000086	08/07/19	08/07/20	Each Claim Aggregate 1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Holly Hill, Florida

1065 Ridgewood Ave.

Holly Hill, FL 32117

USA

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

C. Kuehl

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/10/20

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Whittaker-Warren Insurance P.O. Box 311283 Enterprise, AL 36331 Forrest J. Warren	334-347-2631 334-393-2345	CONTACT NAME: Jennifer Reynolds PHONE (A/C, No, Ext): 334-347-2631 FAX (A/C, No): 334-393-2345 E-MAIL ADDRESS: jennifer_whittakerwarren@centurytel.net
INSURED Carr, Riggs, & Ingram, LLC P.O. Box 312044 Enterprise, AL 36331		INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: Continental Insurance Company INSURER C: American Casualty Company of INSURER D: INSURER E: INSURER F:
		NAIC # 20443 35289 20427

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC			6045711126	01/07/20	01/07/21	EACH OCCURRENCE \$ 1,000, DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500, MED EXP (Any one person) \$ 15, PERSONAL & ADV INJURY \$ 1,000, GENERAL AGGREGATE \$ 2,000, PRODUCTS - COMP/OP AGG \$ 2,000, Emp Ben. \$ 1,000,
C	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS			6045711112	01/07/20	01/07/21	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000, BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10000			6045711143	01/07/20	01/07/21	EACH OCCURRENCE \$ 20,000, AGGREGATE \$ 20,000, \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6045689709	12/31/19	12/31/20	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 1,000, E.L. DISEASE - EA EMPLOYEE \$ 1,000, E.L. DISEASE - POLICY LIMIT \$ 1,000,

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

CITYHOL City of Holly Hill, Florida 1065 Ridgewood Avenue Holly Hill, FL 32117	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
---	---

ORIGINAL

**PROPOSAL TO PROVIDE
AUDITING SERVICES TO THE**



**FOR THE FISCAL YEARS ENDING
SEPTEMBER 30, 2020, 2021, 2022, 2023, & 2024
RFP 2020-FIN-002 ANNUAL INDEPENDENT AUDIT SERVICES**

July 22, 2020

Submitted by:



**934 NORTH MAGNOLIA AVENUE
SUITE 100
ORLANDO, FLORIDA 32803
(407) 843-5406**

CONTACT: Tamara Campbell, C.P.A.

tcampbell@mcdirmittdavis.com
www.mcdirmittdavis.com

Attachment: 2020 HOLLY HILL PROPOSAL-McDermitt Davis (3022 : Auditor Selection)

**Proposal for Audit Services to
City of Holly Hill, Florida
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Exhibit IV - Certificate of Insurance	
Exhibit V - Fee Proposal	

Transmittal Letter



934 North Magnolia Avenue, Suite 100
Orlando, Florida 32803
407-843-5406
www.mcdirmittdavis.com

July 22, 2020

City of Holly Hill
Attn: Stella Gurnee, Finance Director
1065 Ridgewood Ave
Holly Hill, FL 32117

Ms. Gurnee,

Thank you for the opportunity to submit our qualifications and experience to serve as independent auditors of the City of Holly Hill, Florida. The accompanying proposal will provide you detailed information regarding the scope of services to be provided, as well as a profile of the firm, the individuals who will serve you, our qualifications and experience, and representative clients, including specific references.

We understand the work to be done and are committed to perform the work within the time period indicated in the RFP.

We believe we are the best-qualified firm to perform the engagement for the following reasons:

- We presently audit seventeen (17) municipalities and perform audits for over fifty (50) special districts in the state of Florida and have an excellent working knowledge of generally accepted accounting principles related to governmental entities. We assist in the preparation of the CAFR for most of these municipalities.
- We have assisted ten municipalities in receiving the GFOA "Certificate of Achievement for Excellence in Financial Reporting". Most of these municipalities have been receiving the "Certificate of Achievement" between ten and twenty years. Tamara Campbell is active as a national review team member of the GFOA's "Certificate of Achievement for Excellence in Financial Reporting" program. As a review team member, Ms. Campbell reviews and evaluates financial reports submitted by cities and counties to determine whether the financial reports meet the stringent requirements to receive the GFOA'S prestigious award. Participating as a review team member, Ms. Campbell has demonstrated her expertise in governmental accounting and auditing.
- We have strong information technology ability and will input the City's general ledger balances into our ProSystem fx Engagement software and perform a virtually "paperless" audit. The City's Financial Statements are linked to the general ledger; therefore, the likelihood of errors on the financial statements is reduced.
- We have recent and continuous experience and have devoted a great deal of our continuing education to the governmental auditing and accounting field. Our firm meets the independence and education requirements of the *Government Auditing Standards* issued by the Comptroller General of the United States. Our firm is independent of *The City of Holly Hill, Florida* as defined by *Government Auditing Standards*.
- We believe in continuing client contact throughout the year, not just during the audit. We encourage on-going client contact by not charging any fee for phone calls.
- We are members of the American and Florida Institutes of Certified Public Accountants and an Associate member of the Governmental Finance Officers Association. Our firm is active in governmental organizations throughout Central Florida and serves on governmental committees of the Florida Institute of CPA's.
- We are a local firm with personnel committed to quality and professional performance, accustomed to providing a high level of client satisfaction. We believe that our firm is part of a team effort to assist the City in developing the best financial reporting possible.

the trusted partner

- We have a history of continuity of personnel assigned to the engagement. Our single office firm and low personnel turnover assures uninterrupted services from our partners and staff. We have a staff of 29 people and 9 of those are governmental audit staff.
- We certify that we do not discriminate on the basis of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, familial status, age, or any other protected characteristic as established in the Equal Employment Opportunity law.

McDermitt Davis, LLC has not colluded with any of the Proposers, and we have not defaulted on any previous contract, and are not in arrears on any previous or existing contract and are properly licensed.

Because of our unique qualifications and a philosophy based on complete dedication to client service, we feel confident that we can provide you with responsiveness and a range of experience that will best serve your needs.

Ms. Tamara Campbell, partner, is authorized to represent the firm and may be contacted at 934 North Magnolia Avenue, Suite 100, Orlando, Florida 32803, or phone (407) 843-5406.

We would consider it a privilege to continue to serve as independent auditors for *The City of Holly Hill, Florida*.

Sincerely,

McDermitt Davis, LLC



Tamara Campbell, C.P.A.
Partner - Audit and Assurance Services
Proposed Engagement Partner

Technical Proposal



Independence

McDermitt Davis is independent of the City as defined by auditing standards contained in the U.S. Government Accountability's Office's *Government Auditing Standards* issued by the Comptroller General of the United States and the Rules of Florida Board of Accountancy, Chapters 445 and 473. Our firm does not currently have any professional relationships involving the City or any of its agencies or component units for the past five years.

License to Practice in Florida

Our Firm and all key professional staff are properly licensed to practice in the state of Florida. In addition, our Firm and all assigned key personnel are in good standing with the Florida Board of Accountancy. Individual and firm licenses are included in the attachments section of the proposal.



Conflict of Interest

McDermitt Davis does not have a conflict of interest with the City of Holly Hill, Florida or any of its related parties.

Subcontractors

McDermitt Davis will not utilize any subcontractors in the audit process.

Governmental Audit Quality Center

McDermitt Davis is a member of the AICPA's Governmental Audit Quality Center which is dedicated to establishing the highest standards of audit quality in the governmental accounting and audit sector.

Firm Qualifications & Experience



Overview of Firm

Description and History of Audit Firm

McDermitt Davis was incorporated in the State of Florida in August 1984 and serves Central Florida from its centrally located office in Orlando, Florida. The partners and managers have over 150 years of combined experience in public accounting, and our firm has grown to be ranked as one of the top 10 accounting firms in Central Florida by the Orlando Business Journal. All work for the City will be done out of the Orlando office, and no work will be sub-contracted.

Our firm now consists of the following staff:

Partners	5
Managers	4
Seniors	7
Staff Accountants/Paraprofessionals	8
Support Staff	4
Information Systems	
Technology Staff	<u>1</u>
	<u>29</u>

The total number of governmental audit staff is nine. We are members of the American and Florida Institutes of Certified Public Accountants and an associate member of the Governmental Finance Officers Association. We are also a member of the *Governmental Audit Quality Center*.

Our firm has a wide range of clients providing both goods and services in the Central Florida area. Our practice encompasses auditing, accounting, management advisory and tax services. A list of all governmental clients audited by us for the fiscal years 2013-2019 is as follows:

- City of Winter Springs, Florida **
- City of Ocoee, Florida **
- City of Longwood, Florida **
- City of Lake Mary, Florida**
- City of Belle Isle, Florida **
- City of Mascotte, Florida #
- City of Tavares, Florida **
- Town of Windermere, Florida
- City of Clermont, Florida **
- City of Inverness, Florida #
- City of Orange City, Florida**
- City of Fruitland Park, Florida**
- City of Minneola, Florida #
- City of Umatilla, Florida**
- Town of Montverde, Florida #
- St. Johns Improvement District
- Homosassa Special Water District #
- Sun'n Lake of Sebring Improvement District #
- Over Fifty Community Development Districts



- These entities are presently clients of McDermitt Davis

*These entities participate in the Certificate of Achievement for Excellence in Financial Reporting program.

#These entities operate public water and sewer utilities.



External Quality Control Review

Our Firm understands the importance of developing a formal quality control program, and therefore have been a member of the Private Companies Practice Section of the American Institute of Certified Public Accountants since 1985. Member firms are required to adhere to quality control standards established by the AICPA Quality Control Standards Committee and to submit to peer reviews of the firm's accounting and audit practice. Peer reviews are intensive reviews of a firm's quality control system by an independent CPA firm. Our firm has had seven peer reviews performed by the American Institute of Certified Public Accountants. Each peer review has included a review of a local governmental entity. We received a "pass" opinion on each review, which represents the best opinion that a firm can receive.

On our most recent peer review performed in 2017, we received a peer review rating of "pass", which is the highest rating that a firm can receive under the revised peer review standards. A copy of our firm's most recent peer review report can be found on Exhibit I. These peer reviews included a review of at least two governmental engagements, and it should be noted that there were no findings as a result of this review. We have never withdrawn from an engagement prior to the agreed expiration date.

Federal or State Reviews

Any Federal or State desk review has resulted in no findings and we have never undergone a Federal or State field audit.

Disciplinary and Legal Actions

We have never been subject to any litigation or disciplinary actions by a client, the State or any professional organization for substandard field work.



i. Partner, Supervisory and Staff Qualifications & Experience

The following supervisory people will work on the audit:

- Tamara Campbell, C.P.A., engagement partner
- Michelle Sorbello, C.P.A., audit manager (independent second review)
- Matthew Lee, C.P.A., audit manager
- Gianella Oliden, C.P.A, audit senior
- Robert Hernandez, IT specialist



All of the above people have considerable experience on governmental audit engagements. Resumes detailing their experience follow on pages 7 through 11. The engagement partner and audit manager will be assigned to audit on a full-time basis.

The professional staff of our firm has been conducting governmental audits in the Central Florida area for the past thirty years. We are experienced auditors in a variety of industries and offer experience in auditing federal grants under the Single Audit Act and performing compliance audits of state grants. Our policy is to assign staff accountants to the same audit each year, however, rotate the areas they work on. We will notify the City prior to assigning new staff to the audit.

Staff Training Programs

McDirmitt Davis is committed to the personal and professional growth of its staff. Our firm requires an annual minimum of 40 hours of continuing professional education for each staff member. To meet this requirement, McDirmitt Davis provides one to two in-house continuing education days focused on our firm implementation of new or upcoming audit standards and emerging issues.

All new hires go through an onboarding process that includes training on the various software programs used, as well as firm policies and procedures. Ongoing training of staff is conducted by direct oversight by partners and managers. Staff receive feedback on engagements for areas to improve upon. Additionally, periodic engagement reviews are performed to evaluate the overall audit team performance on specific engagements to identify areas that worked well, as well as ways to improve the audit process.

Our governmental audit staff complies with the continuing education requirements of the State of Florida, the Governmental Accountability Office (GAO), and *Governmental Auditing Standards* (Yellow Book). Therefore at least 24 hours during a 2 year period must be in subjects directly related to the government environment and to governmental auditing. Our governmental audit staff always exceed this requirement since they attend each year the Florida Governmental Financial Officer's Association Annual Conference which provides 22 hours of training in governmental accounting and auditing.

As a result of our governmental experience, our staff has taught classes or lectured on various topics. We offer "in-house" education courses for our staff, which at times, our clients have attended. In addition, we would be happy to teach seminars for the benefit of the City's accounting staff.



Resume - Tammy Campbell, CPA
Partner

Education, Certifications, and Licenses

- B.S. Degree in Accounting, University of Central Florida
- Masters in Taxation, University of Central Florida
- CPA, Certified Public Accountant - Florida, 2007

Affiliations and Community Involvement

- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)
- Florida Government Finance Officers Association (FGFOA)
- Reviewer for GFOA's "Certificate of Achievement for Excellence in Financial Reporting" program
- Member of the Orange County School Board Audit Advisory Committee

Continuing Professional Education

Tammy has completed over 120 hours of Continuing Professional Education (CPE) in the area of governmental accounting and auditing within the past three years and meets the requirements of *Governmental Auditing Standards (the "Yellow Book")*. CPE included classes on Single Audits, the *Yellow Book*, and changes in governmental accounting principles, such as GASBS 67 and 68 on pension plans.

Experience

- Tammy has fifteen (15) years of governmental accounting and auditing experience, including municipalities and airport authorities.
- Her experience has included planning, fieldwork, and preparation of comprehensive annual financial reports for several governmental audit engagements.
- Tammy has worked with all 14 municipalities in the CAFR preparation process, including assisting most cities with obtaining the GFOA Certificate of Achievement.

Governmental Audit Experience (Past 5 years)

- | | |
|----------------------------------|---|
| • City of Umatilla | • Town of Windermere |
| • City of Clermont | • City of Longwood |
| • City of Oviedo | • City of Belle Isle |
| • City of Lake Mary | • City of Winter Springs |
| • City of Ocoee | • City of Inverness |
| • City of Tavares | • City of Mascotte |
| • City of Orange City | • Homosassa Water District |
| • St. Johns Improvement District | • Over 60 Community Development Districts |



Resume - Michelle Sorbello, CPA

Audit Manager

Education, Certifications, and Licenses

- B.S. Degree in Accounting, University of Central Florida
- Masters in Accounting, University of Central Florida
- CPA, Certified Public Accountant - Florida

Affiliations and Community Involvement

- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)
- Florida Government Finance Officers Association (FGFOA)

Continuing Professional Education

Michelle has completed over 120 hours of Continuing Professional Education (CPE) in the area of governmental accounting and auditing within the past three years and meets the requirements of *Governmental Auditing Standards*.

Experience

- Michelle has 6 years of governmental accounting and auditing experience.
- She has significant experience in the audits of governmental and not-for-profit entities, including those subject to Federal and Florida Single Audit requirements.

Governmental Audit Experience (Past 5 years)

- City of Winter Springs
- City of Longwood
- City of Inverness
- Various Community Development Districts
- City of Lake Mary
- City of Ocoee
- City of Mascotte



Resume - Matthew Lee, CPA
Audit Manager

Education, Certifications, and Licenses

- Master of Science in Accounting, University of Central Florida
- Master of Public Administration, University of Central Florida
- B.S. in Public Administration, University of Central Florida
- CPA, Certified Public Accountant - Florida

Affiliations and Community Involvement

- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)
- Florida Government Finance Officers Association (FGFOA)

Continuing Professional Education

Matthew has completed over 120 hours of Continuing Professional Education (CPE) in the area of governmental accounting and auditing within the past three years and meets the requirements of *Governmental Auditing Standards*.

Experience

- Matthew has 8 years of governmental accounting and auditing experience.
- He has significant experience in the audits of governmental and not-for-profit entities, including those subject to Federal and Florida Single Audit requirements.
- In addition to his work with government clients, Matthew has substantial citrus industry experience through audits of citrus growers, processors and industry associations.

Governmental Audit Experience (Past 5 years)

- | | |
|---|--------------------------|
| • City of Clermont | • City of Fruitland Park |
| • City of Oviedo | • City of Tavares |
| • City of Winter Springs | • City of Umatilla |
| • Sun 'N Lake Improvement District | • City of Belle Isle |
| • St. Johns Improvement District | • City of Ocoee |
| • Various Community Development Districts | • Town of Windermere |



Resume - Gianella Oleden, CPA

Audit Senior

Education, Certifications, and Licenses

- Bachelor of Science in Accounting, University of Central Florida
- CPA, Certified Public Accountant - Florida

Affiliations and Community Involvement

- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)
- Florida Government Finance Officers Association (FGFOA)

Continuing Professional Education

Gianella has completed over 120 hours of Continuing Professional Education (CPE) in the area of governmental accounting and auditing within the past three years and meets the requirements of *Governmental Auditing Standards*.

Experience

- Gianella has 3 years of governmental accounting and auditing experience.
- She has significant experience in the audits of governmental and not-for-profit entities.

Governmental Audit Experience (Past 5 years)

- | | |
|---|----------------------|
| • City of Oviedo | • City of Tavares |
| • St. Johns Improvement District | • City of Lake Mary |
| • City of Mascotte | • City of Minneola |
| • Town of Windermere | • City of Belle Isle |
| • Various Community Development Districts | |



Resume - Robert Hernandez **IT Manager**

Education, Certifications, and Licenses

Associates Degree, Florida Technical College
MCSE

Experience

- Robert is an IT Professional with over 24 years' experience, managing information technology systems. Plan, organize, control and evaluate IT and electronic data operations. Design, develop, implement and coordinate systems, policies, and procedures. Ensure security of data, network access, and backup systems.

Key Skills

- Network & System Security
- Risk Management
- Vulnerability Assessments
- Authentication & Access Control
- System Monitoring
- System Integration Planning
- Multitier Network Architectures
- Implementation Planning
- End-user Training
- Staff Leadership/Mentoring
- System Administration
- Application Management
- User Requirements Analysis
- Help Design/Technical Support

Technology Summary

<u>Security Technologies:</u>	Anti-Virus Tools; Disaster Recovery, Network Administration; PCI security standards
<u>Systems:</u>	Windows, MAC, VMware, Cisco
<u>Networking:</u>	LANs, WANs, VPNs, Routers, Firewalls, TCP/IP



ii. Engagement with Other Government Entities

Our experience in governmental auditing has led to the development of efficient procedures that provide various client benefits. Our services provide our clients with a wide range of knowledge, confidence, and helpful management advice. Tamara Campbell is the engagement partner on all of the governmental clients below.

<u>Principal Client Contact</u>	<u>Scope of Work</u>	<u>Years</u>	<u>Total Hours</u>
City of Winter Springs, Florida			
Mr. Shawn Boyle, City Manager 1126 E. State Road 434 Winter Springs, FL 32708 (407) 971-5544 sboyle@winterspringsfl.org	- Annual Financial & Compliance Audit (Single Audit) and preparation of CAFR - Received GFOA's "Certificate of Achievement"	2000 to Present	360
City of Ocoee, Florida			
Ms. Rebecca Roberts, Finance Director 150 Lakeshore Drive Ocoee, FL 34761 (407) 905-3200 rroberts@ocoe.org	- Annual Financial & Compliance Audit (Single Audit) and preparation of CAFR - Received GFOA's "Certificate of Achievement"	1985 to Present	350
City of Clermont, Florida			
Ms. Pam Brosonski, Finance Director 685 W. Montrose Street Clermont, FL 34711 (352) 241-7365 pbrosonski@clermontfl.org	- Annual Financial & Compliance Audit (Single Audit) and preparation of CAFR - Received GFOA's "Certificate of Achievement"	1998 to Present	270
City of Tavares, Florida			
Ms. Lori Houghton, Finance Director P.O. Box 1068 Tavares, FL 32778-1068 (352) 742-6212 lhoughton@tavares.org	- Annual Financial & Compliance Audit (Single Audit) and preparation of CAFR - Received GFOA's "Certificate of Achievement"	2000 to Present	285
City of Orange City, Florida			
Ms. Christine Davis, Finance Director 205 E. Graves Ave. Orange City, FL 32763 (386)775-5432 cdavis@ourorangecity.com	- Annual Financial & Compliance Audit (Single Audit) and preparation of CAFR - Received GFOA's "Certificate of Achievement"	2014 to Present	320



<i>Principal Client Contact</i>	<i>Scope of Work</i>	<i>Years</i>	<i>Total Hours</i>
City of Longwood, Florida			
Ms. Lisa Snead, Finance Director 175 W. Warren Avenue Longwood, FL 32750 (407)260-3475 lsnead@longwoodfl.org	- Annual Financial & Compliance Audit (Single Audit) and preparation of CAFR - Received GFOA's "Certificate of Achievement"	1991 to 1993 and 1997 to Present	340
City of Mascotte, Florida			
Ms. Dolly Miller, Finance Director 100 E. Myers Blvd. Mascotte, FL 32753 (352)557-8809 Dolly.miller@cityofmascotte.com	Annual Financial & Compliance Audit and preparation of financial statements	2000 to Present	270
City of Lake Mary, Florida			
Mr. Brent Mason, Finance Director 100 N. Country Club Road Lake Mary, FL 32749 (407) 585-1402 bmason@lakemaryfl.com	- Annual Financial & Compliance Audit - Received GFOA's "Certificate of Achievement"	1997 to Present	350
City of Umatilla, Florida			
Ms. Regina Frazier, Finance Director 1 South Central Ave. Umatilla, FL 32784 (352)669-8313 rfrazier@umatilla.org	- Annual Financial & Compliance Audit (Single Audit) and preparation of CAFR - Received GFOA's "Certificate of Achievement"	2010 to Present	310
City of Fruitland Park, Florida			
Ms. Jeannine Racine, Finance Director 506 W. Berckman St. Fruitland Park, FL 34731 (352) 360-6545 jracione@fruitlandpark.org	- Annual Financial & Compliance Audit (Single Audit) and preparation of CAFR - Received GFOA's "Certificate of Achievement"	2016 to Present	270



<i>Principal Client Contact</i>	<i>Scope of Work</i>	<i>Years</i>	<i>Total Hours</i>
Town of Windermere, Florida			
Mr. Robert Smith, Town Manager 614 Main St Windermere, FL 34786 (407) 876-2563 nwhite@town.windermere.fl.us	Annual Financial & Compliance Audit	2000 to Present	160
City of Belle Isle, Florida			
Ms. Tracey Richardson, Finance Director 1600 Nela Avenue Belle Isle, FL 32809 (407) 851-7730 trichardson@belleislefl.gov	- Annual Financial & Compliance Audit - Received GFOA's "Certificate of Achievement"	2000 to Present	170
City of Oviedo, Florida			
Mr. Jerry Boop, Finance Director 400 Alexandria Blvd Oviedo, FL 32765 (407) 971-5544 jboop@cityofoviedo.net	- Annual Financial & Compliance Audit - Received GFOA's "Certificate of Achievement"	2006 to 2018	340
City of Groveland, Florida			
Mr. John Ter Louw, Finance Director 156 S. Lake Ave Groveland, FL 34736 (352) 429-3387 John.terlouw@groveland-fl.gov	Annual Financial & Compliance Audit	2015 to 2018	200
City of Maitland, Florida			
Ms. Jerry Gray, Finance Director 1776 Independence Lane Maitland, FL 32751 (407) 539-2979 jerry@itsmymaitland.com	- Annual Financial & Compliance Audit (Single Audit) and preparation of CAFR - Received GFOA's "Certificate of Achievement"	2011 to 2017	230



Management Advisory Services

The ability to provide management advisory services is limited by independence standards for our existing audit clients. However, we provide advisory services to management in the form of our management letter provided as part of the audit, and communication with management during the audit process. We will communicate any areas for improvement that are identified during the audit. We also provide additional, management advisory services for some small business clients. We provide bookkeeping and management consulting services to the City of Edgewood.

Experience with Accounting Services Related to Issuance of Revenue and General Obligation Bonds

Our firm also has provided accounting services related to audit of revenue and general obligations bonds during our work with municipalities and community development districts. We also provide comfort letters to lenders.

Specific Audit Approach



i. Proposed Segmentation and Audit Approach

We understand the scope of work to be performed for the City of Holly Hill and we are providing assurance to meet or exceed the Scope of Services described in Page 12 of the Request for Proposal.

The engagement partner, Tammy Campbell, will be in the field with audit staff for a minimum of one day for interim testing and two days for substantive testing. In our firm, partners are always very involved in the day to day audit procedures. We have the reputation of maintaining both Tammy and the audit manager, Matthew Lee, on City audits every year which means they are available to answer audit staff and city finance department questions during fieldwork.

Our audit approach is to document the flow of information through the information systems and accounting records of the City by interviewing City employees and then testing to determine that our understanding is correct. Most of our testing will be based upon random sampling with some stratification of the various populations to provide focus for our testing.

We have summarized below our audit approach related to the various segments of the audit. Our goal is to perform the audit with as little interference with your daily operations as possible.

Our audit will be segmented into the following phases:

- Phase 1: Audit Planning
- Phase 2: Evaluation and Testing of Internal Controls and Compliance
- Phase 3: Substantive Testing
- Phase 4: Reporting

Phase 1: Audit Planning

Preliminary planning includes deciding on an overall strategy for the audit, obtaining an understanding of the entity and its environment, including its internal control, making an initial assessment of audit risk and materiality, and deciding on the overall timing of the engagement. We will also begin to assemble our "permanent file," which consists of copies of organizational charts, City manuals, documents, and financial and other management systems.

We will meet with staff of the City to obtain an understanding of the flow of transactions through your accounting system. This includes understanding your computer environment in order to comply with the requirements of SAS 94 *The Effect of Information Technology on the Auditor's Consideration of Internal Control in a Financial Statement Audit*. We will also gather information to identify fraud risks as required by SAS 99 *Consideration of Fraud in a Financial Statement Audit*.

We will also perform preliminary analytical procedures and compare trends for the current and at least the two previous years for unusual fluctuations. This will include review of both budget and actual amounts.

During this planning phase, we will ask management and staff at the City to identify areas of higher risk as well as other areas that they want us to focus on during our audit. We will also provide the City with a list of all schedules to be prepared by the City.





Phase 2: Evaluation and Testing of Internal Controls and Compliance

During Phase 2, we will evaluate your control policies and procedures to determine if they are functioning properly in significant transaction classes. To gain an understanding of the procedures in place, and current internal control structure, we typically conduct interviews with staff and management involved in the specific transaction class to be tested. We then perform tests of these controls to determine with reasonable assurance that control procedures are functioning as planned and whether further testing will be needed. As part of our tests of controls, we will include tests of compliance with applicable ordinances, and state and federal laws and regulations. In order to determine which ordinances, laws and regulations to test for compliance, we start by reviewing the FICPA Practice Aid *Compliance Auditing in Florida*. We then evaluate which ordinances, laws and regulations have a direct and material effect on the determination of financial statement amounts. Sample sizes are determined based upon our assessment of control risk and may be judgmental, random, or stratified, depending on the attributes of the population being tested. We will select samples from the significant transaction classes and trace from original documents through the computer system to the general ledger through the use of Data Analysis Software.

Our control testing includes obtaining an understanding of the computer software used by the City, and tracing sample selections through the system to determine the desired outcomes are being achieved. We will request read only, audit access to the Microsoft Great Plains System to verify the accuracy of postings to the system for our testing selections. Additionally, we will employ the system throughout the audit to query data and run reports for analysis. Our direct access to and use of the system should reduce the number of reports we must request directly from staff and improve audit efficiency. Our testing of Information Technology includes inquiries of appropriate personnel regarding data backups and access to City files.

After controls have been documented, evaluated and tested, we will finalize the City's audit plan. Audit programs will be tailored to fit the specifics of the City's accounting systems.

Phase 3: Substantive Testing

Prior to starting year-end substantive testing, we will have a pre-audit meeting with the Board of Supervisors. We plan to use an audit manager, senior and one staff member for the audit. The partner or manager will always be in the field to supervise the work.

Our year-end fieldwork will focus on verifying balances in accounts. For example, we will confirm cash balances, as well as debt balances with financial institutions. In addition to obtaining audit confirmations, representation letters and attorney letters, we will perform tests on account balances using analytical procedures, recalculation and verification. Our firm uses ProSystem fx Engagement electronic audit software which may allow us to interface with your accounting system and reduce the time required to transfer your accounting data to a separate software package. We believe it is important to use analytical review procedures in this substantive phase of the audit. We compare analytical results to our expectation of what the results should be in order to determine if additional audit procedures are required. Typical analytical procedures include expense variances with previous years and budget amounts, revenue variances with previous years and budgeted amounts.



Phase 4: Reporting

The audit work is reviewed by the engagement partner throughout the engagement. Once the engagement partner review is complete, a second review of the financial statements is performed by the independent reviewer. This second review is required as part of McDermitt Davis's internal system of quality control and ensures the City receives the best service possible.

We will prepare a draft of the financial statements and then issue the following:

- Auditor's report on financial statements
- Report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with "Government Auditing Standards"
- Management Letter

McDermitt Davis believes in continued contact throughout the term of the engagement and will be available to City staff for routing consulting on accounting matters. These communications are included in the all-inclusive prices listed above. If significant additional time is required, we will come to an agreement for additional fees.

Level of Staff and Hours Proposed for Each Segment

Tentative Schedule for Performing Audit

We understand how important it is for timeliness in conducting the audit in order to submit audited financial statements to the GFOA by March 31. The proposed work plan is as follows:

Audit Phase	Completion Dates	Estimated Hours
Planning and interim audit work:	August	
Partner		8
Manager		16
Senior		24
Staff		24
Admin/IT		8
Year End Fieldwork:	January	
Partner		16
Manager		46
Senior		64
Staff		90
Report Preparation, Review, & Presentation:	February	
Partner		12
Manager		40
Senior		26
Staff		12
Admin/IT		8



A. Identification of Anticipated Potential Audit Problems

We will keep the City's management up to date on the progress of the audit and will discuss preliminary findings and potential problems or opportunities as we encounter them. Our approach to resolving problems encountered is to discuss with the Finance Director or City Manager, as appropriate, to make sure our understanding is correct. Our process to produce a meaningful "management letter" is to review results of testing of internal controls, as well as year-end field work and draft recommendations for improvements to be discussed with management.

B. Noncompliance with Proposal Specifications

We are in compliance with all proposal specifications, with the following exception:

- We perform audits of over fifty Improvement, Water and Community Development Districts. Complete information on these audits as required by the RFP was not provided in the proposal in the interest of brevity. We will gladly provide additional information on these engagements at the request of the City.

Fee Proposal



i. Total All Inclusive Maximum Fee

- A. Our proposed fee is based on the estimated hours, by experience level, as detailed below. While we understand that our first year of service to your plan will include initial setup, we consider this time our investment in our future relationship with your plan and organization. Based upon our experience with other similar plans, we propose a fee for services detailed in this proposal for the years ended June 30, 2020, 2021, 2022, 2023, and 2024 to be as follows:

Audit Period Ending	Total Projected Hours for <u>Total Financial Audit</u>	Fire Pension Audit (as part of the Financial Audit)	Police Pension Audit (as part of the Financial Audit)	<u>Total Financial Audit & Reporting</u> including Fire & Police Pension	CRA separate Audit	Single Audit, if required
September 30, 2020	394	\$ 3,000	\$ 3,000	\$ 45,800	\$ 6,000	\$ 5,000
September 30, 2021	394	\$ 3,100	\$ 3,100	\$ 45,900	\$ 6,100	\$ 5,000
September 30, 2022	394	\$ 3,250	\$ 3,250	\$ 46,200	\$ 6,200	\$ 5,000
September 30, 2023	394	\$ 3,400	\$ 3,400	\$ 46,300	\$ 6,300	\$ 5,000
September 30, 2024	394	\$ 3,600	\$ 3,600	\$ 46,600	\$ 6,400	\$ 5,000

- B. Amounts include all direct (labor, travel, incidentals, etc.) and indirect costs. We agree that if the proposal is accepted, the fees will not increase over the agreed upon contractual amount for the entire contract term. Any changes in accounting principles, or state or federal laws, rules and requirements associated with the annual financial report, requiring additional work shall be pre-approved by the City by way of a Change Order.



ii. **Rates by Partner, Specialist, Supervisory and Staff Level Time and Hours Anticipated for Each**

Our firm does not set future hourly rates; however, it should be noted that, historically, our hourly rates have not increased significantly from year to year, and in some years, have been unchanged.

Our proposed budget for the 2020 fiscal year audit is as follows:

2020	Hours	Hourly Rates	Fees
Partner	36	\$285	\$10,260
Manager	102	185	18,870
Senior	114	130	14,820
Staff	126	100	12,600
Admin/IT	16	90	1,440
Discount			(6,190)
Total Audit	394		\$51,800
Total All Inclusive			\$51,800

The above fees include the fee for performing the Firefighters' Retirement Trust Fund audit, the Police Officers' Retirement Trust Fund audit, CAFR preparation, the CRA audit, and CRA financial statement preparation.

These proposed fees are based on the assumption that the city's business activities will not significantly change from year-to-year. These proposed fees are inclusive of all expenses and administration costs; there would be no additional administrative overhead fee charged to the organization.

iii. **Rates for Additional Professional Services**

We do not charge for usual communication, questions, etc. regarding ongoing work. When significant time is required for research of issues, we do charge based on the time spent at our hourly standard billing rates, currently set as:

For the purposes of this proposal for your organization, please consider the hourly billing rates above as the agreed-upon billing rates, if needed, for any additional services for the city through June 30, 2024.

Partner	\$ 285
Director	\$ 210
Manager	\$ 185
Supervisor	\$ 160
Senior	\$ 130
Staff	\$ 100

Below is a listing of the type of other services that we have provided to governmental clients.

1. Assistance in preparation of Comprehensive Annual Financial Reports for recognition by the Government Finance Officers Certificate of Achievement Program.
2. Internal audit services.
3. Issuance of Comfort Letters and Consent Letters in conjunction with the issuance of tax-exempt bonds.
4. Assistance on early implementation of new GASB Statements.
5. Assisting in compiling historical financial data for first-time submissions for GFOA Certificate of Achievement for Excellence in Financial Reporting.
6. Detailed internal control studies and evaluations of accounting systems.

Other Information



Community Involvement

Our firm encourages our team members to join and to become active in professional associations. Our team holds memberships and is involved actively in many organizations, including:

- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)
- AICPA Private Companies Practice Section
- AICPA Tax Division
- AICPA Personal Financial Planning Division
- AICPA Employee Benefit Plan Audit Quality Center Member
- AICPA Government Audit Quality Center Member
- Florida Citrus Mutual - Allied Member
- Florida Government Finance Officers Association (FGFOA)

Peer Review

Our firm enthusiastically supports our profession's program of peer review, wherein, one accounting firm's system of accounting and auditing control is reviewed by another in accordance with formal AICPA standards. McDermitt Davis was an early participant in the peer review program and has conducted a review every three years since 1985. We have received unmodified reports each peer review through our most recent review (see Additional Information - Most Recent Peer Review Report). Further, Randall Wilson, our firm's quality control partner, is approved by the FICPA and the AICPA to perform peer reviews of other CPA firms.

EXHIBIT I –
MOST RECENT PEER REVIEW

Exhibit I



Gregory, Sharer & Stuart, P.A.

Certified Public Accountants and Business Consultants

Report on the Firm's System of Quality Control

October 13, 2017

To the Owners of McDirmit Davis & Company, LLC
And the Peer Review Committee of the Florida Institute of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of McDirmit Davis & Company, LLC (the firm) in effect for the year ended June 30, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards* including a compliance audit under the Single Audit Act and an audit of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of McDirmit Davis & Company, LLC in effect for the year ended June 30, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. McDirmit Davis & Company, LLC has received a peer review rating of *pass*.

Gregory, Sharer & Stuart, P.A.

EXHIBIT II –
SAMPLE AUDIT REQUEST LIST

Exhibit II

City of Holly Hill

September 30, 2020

General Information

The following *Listing of Audit Workpapers To Be Prepared by Client Personnel* is provided to assist you in preparing the schedules and analyses necessary for the timely completion of our audit of your general purpose financial statements.

Please have your personnel complete all of the listed items on or before the dates indicated in each section so that our staff can plan to have this data available for audit no later than the date indicated.

It is very important that the schedules prepared by the City are in a format that can be used by McDermitt Davis. However, we do not want to cause you or your staff undue burden and will use your formats if the schedules are otherwise prepared for your use internally. Some basic schedule suggestions are as follows:

1. To the extent possible, all schedules should be prepared electronically in **MS Excel spreadsheet** format.
2. All schedules should be headed in the following manner:

City of Holly Hill, Florida
Title of Schedule (Title should be informative)
FYE September 30, 2020
3. Please provide all original schedules to MD on a USB drive, via email or by secure upload to our portal. A copy of each schedule should be retained by you for your files.
4. The **preparer** of each schedule should initial and date each page of the schedule.

In the event that you encounter any problems associated with the preparation of these schedules, or if it becomes apparent that you will not be able to complete all schedules in the time frame specified herein, please notify us immediately so that we can update the anticipated completion dates and re-arrange our mutual personnel scheduling, if necessary.

Permanent File Maintenance

Please provide the following:

1. Please provide us with copies of:
 - a. Changes made to the City's Codification of Ordinances during the year;
 - b. Changes, if any, made to the City Charter;
 - c. Comprehensive Organization Chart with listing of the names and titles of all City personnel;
 - d. Changes made to the City's defined benefit pension plans;
 - e. Changes in the City's defined contribution pension plans;
 - f. Documentation for all deferred compensation and post-employment benefit arrangements for current and past (participating) employees;
 - g. Adopted Investment Policy;
 - h. Adopted Travel and Expense Reimbursement Policies;
 - i. Revised personnel policies and procedures manual;
 - j. Revised accounting policies and procedures manual;
 - k. Revised automated information systems (IT) policies and procedures manual;
2. Please provide us with copies of:
 - a. Official Statements for all bond issues (and conduit debt obligations, if applicable) which were issued during the fiscal year;
 - b. Bond transcript documents associated with the issuance of long-term debt (and conduit debt, if applicable) obligations entered into during the current fiscal year (provide in digital format if possible).
3. Please provide us with complete documentation to support the underlying existence of all joint venture agreements and arrangements in existence during the year. Please include copies of all interlocal and/or utilities agreements and summaries of all related intergovernmental operational activities for the year.

City of Holly Hill

September 30, 2020

Substantive Year End - General Items

Please provide the following:

1. Final Trial Balances as of September 30, 2020, for all funds and account groups of the City, in excel format with account numbers in one column, description in one column, and balances in another column with debit balances shown as positive numbers and credit balances shown as negative numbers. **As soon as this becomes available please email to: mlee@mcdirmitdavis.com**
2. Original and Final budget in the same format as the final trial balance. **As soon as this becomes available please email to: mlee@mcdirmitdavis.com**
3. Attorneys' Letter for confirmation
4. Copies of complete documentation on all leased assets (capital leases and operating leases).
5. Complete documentation on all new long-term debt issues (including authorizing resolutions and bond/note obligations).
6. All confirmations prepared by the City for year end (September 30); Please send originals to us so that we can mail out with our return envelopes
7. Please provide us with complete information concerning any and all proposed or enacted changes made to your control environment, information systems, and financial operations during the year

Budget

Please provide the following:

1. General Ledger account number recap of the adopted budget (including a copy of the enacting ordinance) and all budget amendments (including ordinances, if any) adopted since the original budget was approved last year. If possible please provide the original and final budgets in the same format as the General Ledger.
2. Copy of the T.R.I.M. Certification for the ad valorem tax levy collected during the fiscal year (from Department of Revenue) and all supporting documentation for millage rate (DR 420, budget advertisement, etc)

Cash

Please provide the following:

1. A copy of the complete bank reconciliations for each/all of the City's bank accounts as of September 30th, including a copy of the September and October bank statements, listing of outstanding checks and listing of deposits in transit. The bank reconciliations should agree with the General Ledger balances, as adjusted. For all Pooled Cash accounts, provide a listing for all funds, reconciling the adjusted balances per general ledger with reconciled bank statement balance.
2. Workpaper schedule of bank account transfers between all cash accounts from September 25th through October 5th.
3. In the past, we received the following:
 - a. Schedule of Pooled Cash and investments which determines the amounts of investments that should be allocated to each fund.
 - b. September Bank reconciliation for all cash accounts
 - c. Listing of Deposits in Transit
 - d. Listing of Outstanding AP and Payroll Checks

City of Holly Hill

September 30, 2020

Investments

Please provide the following:

1. Schedule of investments held by the City at September 30, with description of investment, cost basis, and fair market value at year end. (note that this can simply be the investment statements @ September 30, 2020)
2. Summary schedule of restricted assets for each fund.
3. Investment balances summarized by weighted average maturity and credit rating for note disclosure.

Interfund Transactions

Please provide the following:

1. Workpaper analysis and reconciliation of interfund receivables, "due to/from" accounts. Amounts per schedule should agree with adjusted general ledger balances at September 30th. Please include the purpose for the interfund transfers on this workpaper.
2. Detailed schedule of all Interfund transactions including, operating transfers, short-term loans, and longterm advances.

Accounts Receivable

Please provide the following:

1. Copy of analysis of notes receivable at September 30th and reconciliation with General Ledger balance.
2. Workpaper summarizing activity for special assessment programs, if any.
3. For Governmental Funds - Workpaper analysis and reconciliation of miscellaneous receivables. Amounts should agree with adjusted General Ledger account balances.
4. Workpaper analysis and reconciliation of amounts "Due from Other Governments." This schedule should be prepared at the same time you summarize grant expenditures and grant cash receipts for each contract with federal, state, and local governments in existence during fiscal year ended September 30th. To support adjusted General Ledger balances at September 30th, please pull supporting documentation such as, requests for reimbursements and check remittance advices for amounts received after September 30th, etc.
5. For Enterprise Funds - Workpaper summaries of:
 - a. Aged customer accounts receivable and miscellaneous receivables outstanding September 30th. (Utility billing AR reconciled to GL balances)
 - b. Schedule of accounts written-off subsequent to year end.
 - c. Schedule of unbilled utility accounts receivable (for revenues earned prior to September 30 and billed subsequent to September 30.
 - d. Analysis of revenues schedule which breaks down revenue by type each month and includes total customers.
 - e. Documentation for any rate changes during the year.

Inventory

Please provide the following:

1. Working paper analysis of all inventory counts done that reconcile to the balances in the GL.
2. In the past, we received the physical inventory report showing inventory results and adjusting journal entry work papers.

Prepaid Items.

Please provide the following:

1. Working paper analysis of all prepaid expenses (i.e., insurance premiums, maintenance contracts, etc.) in force at September 30th, for all funds. Please pull supporting documentation such as contracts, premium billings, etc., and prepare working paper reconciliation of the unexpired portions of all prepaid amounts which is in agreement with your adjusted General Ledger balances.

City of Holly Hill

September 30, 2020

Capital Assets

Please provide the following: (Note: most capital asset reports can be generated from your fixed asset system, and any reconciliations between the fixed asset system and GL should be included)

Governmental Funds

1. For all capital outlay expenditures, prepare an analysis of machinery, equipment, and other capital expenditures. The working papers should include date purchased, vendor name, asset description, and amount paid.
2. Working papers reconciling all capital outlay expenditures (by expenditure function) from all funds, with the Governmental Activities capital asset additions for the year.
3. Working papers listing all assets sold, traded, junked, disposed, or otherwise deleted from Governmental Activities capital assets during year. Please provide supporting documentation evidencing the appropriate authorization for the disposal, the amount of proceeds received, etc. At the same time prepare a schedule reconciling any amounts received with amounts recorded in revenue accounts, listing the account classification and account codes next to amounts received.
4. Working papers detailing the calculation of depreciation on Governmental assets in accordance with the requirements of the GASB 34 reporting model. This detail should agree with the schedules of capital assets Used in operation of Governmental Funds, by function and activity.

Proprietary Funds

5. Prepare detailed depreciation schedules and reconcile balances per schedules to adjusted General Ledger balances.
6. To support detailed depreciation schedules, prepare analysis working papers showing fixed assets acquisitions, including; date purchased, vendor name, asset description, and amount paid.
7. Prepare working paper listing of assets sold, traded, or disposed of and reconcile amount recorded in "Disposal of Fixed Assets" General Ledger account balance.

All Funds

8. Prepare working paper analysis of repair and maintenance accounts for individual expenditures exceeding **\$XX,000** or more. List date of expenditure, vendor name, brief description of expenditure, and amount paid (computer generated analysis will be sufficient for us to start with).
9. Working paper analysis of construction work in progress and capitalized interest, if applicable, for any improvements not completed as of September 30th.

City of Holly Hill

September 30, 2020

Accounts Payable and Encumbrances

Please provide the following:

1. Working paper listing of accounts payable for all funds as of September 30th, with reconciliation to adjusted balances in each fund's General Ledger control account.
2. Prepare supplemental listing of accounts payable that were not posted to the books at September 30 and prepare adjusting journal entry to record additional identified payables since latest G/L run date.
3. Provide a summary of all individual cash disbursements in excess of **\$XX,000** made subsequent to year end through December 31st.
4. Accounts Payable detail as of September 30th, 2020.

Accrued Expenses and Other Liabilities

Please provide the following:

1. Prepare working paper analysis of all amounts payable to other government units (federal, state, or local) and reconcile to adjusted balances for all funds' General Ledger balances at September 30th.
2. Prepare working paper analysis of accrued personal leave time benefits payable at year end and reconcile current portion to adjusted General Ledger balance for all funds. Any amount estimated to be paid over a period in excess of one-year should be recorded for the Government Wide Statements. *Remember, you must record the employer's share of FICA and any other employer costs, such as retirement, etc., if these forms of compensation [sick or vacation leave] are allowed to be included in the definition of "employees' compensation".*
3. Prepare working paper analysis detailing all defined benefit pension plan contributions (by individual plan) for the fiscal year, including the amount(s) due at year end. Amounts included in this analysis should be matched with the individual applicable (covered wages) component of the City's gross payroll costs and reconciled with the related pension expense accounts and amounts due and payable at September 30th, for all funds.
4. Prepare working paper analysis of accrued payroll at September 30th for those funds affected (i.e., payroll covering the period from the last pay date in September through September 30th). Amounts recognized for accrual should contain provisions for each element identified in Item #2 above.
5. Prepare working paper analysis showing composition of any miscellaneous accrued expenses at September 30th.
6. Prepare a detailed working paper analysis of customer/member deposits outstanding as of September 30th, for all funds.
7. Prepare a detailed working paper analysis of all contract retainage payable at September 30, for all funds. Please reconcile this amount with all construction work in progress schedules.

Long-Term Debt

Please provide the following:

1. Prepare a working paper analysis reconciling amount of debt service expenditures for debt service outlays, from all funds, to required payments per amortization schedules, for all debt issues outstanding.
2. Prepare a working paper analysis identifying the calculation of accrued interest expense on all outstanding obligations of the City, including governmental activities obligations for which no accrual is recorded for governmental fund reporting which is reconciled with the debt service data supplied in each obligation's debt service (amortization) schedule.
3. Prepare a detailed summary of all unamortized debt issuance costs, premiums and discounts on governmental activities obligations that are included in your Statement of Net Assets (for GASB 34) that were not previously capitalized, including amounts of amortization related to the current period to be recognized in the current year's operations.

City of Holly Hill

September 30, 2020

4. Prepare a working paper analysis evidencing specific compliance with restrictive debt covenants for all obligations with outstanding balances at any time during the year, if applicable.
5. For new debt issues, prepare workpaper reconciling net proceeds received, issuance costs, discount, reserve and sinking funds established, etc. with gross amount of debt issue. Also, prepare a workpaper to compute amortization of debt issue costs and discounts, if applicable.
6. For debt issues used to fund construction and improvements, prepare a working paper analysis which clearly identifies all related components (interest expenses incurred and interest earned on investment of restricted funds) to compute capitalized interest on construction related activities for the year, if applicable.

Revenues

Please provide the following:

1. Prepare a working paper analysis of miscellaneous revenue accounts, identifying nature and source of amounts received.
2. Prepare a working paper analysis of interest income (by investment type and by source) and reconcile it to your general ledger.
3. Prepare an analysis of revenues and expenditures compared to prior year, and compared to budget (for funds with legally adopted budgets) and explain all variances greater than **\$XX,000**.
4. Please provide GL Detail for electric FF and Utility Tax

Expenditures

Please provide the following:

1. IRS Form 941's, for each of the quarters ended 12/31, 3/31, 6/30, and 9/30, including withheld taxes and related employer FICA/medicare expenses to the individual functional salary/wage expense and FICA expense categories for each fund and department. Include a summary reconciliation of amounts withheld for federal income taxes during the year with depository payments made during the period to support the amounts due at year end. This schedule should also reflect amount of payroll capitalized, if applicable.

Pension

Please provide the following:

1. Most current actuarial valuations and reports for each defined benefit plan.
2. Copies of Trustee statements for all (defined benefit and defined contribution) pension plans with summary sheets identifying all financial activities reported for the year which is reconciled to the General Ledger (sufficient to identify all employer and employee contributions, investment earnings from interest, dividends, realized gains/losses, unrealized gains/losses, investment expenses, administrative expenses, operational expenses, refund payments, benefit payments, and other miscellaneous charges, if any).
3. Schedule of payments representing all employee and employer contributions to all defined benefit plans for the period from October 1, 2019 through September 30, 2020.
4. Schedule of payments representing all employee and employer contributions to all defined contribution or deferred compensation plans.

Compliance/Grant Work

Please provide the following:

1. Revise and update the schedule of federal awards and state financial assistance, showing all cash receipts and expenditures of funds under contract with federal, state, and local governments.
2. For all grant contracts, pull the entire grant file, including "Outlay Report and Request For Reimbursement" claim forms or equivalent type forms submitted for reimbursement of grant expenditures and provide us with copies of the last reimbursement request for FY 2020 and the first reimbursement request for FY 2021, if applicable, to examine for cutoff purposes and earnings recognition.

City of Holly Hill

September 30, 2020

3. For all grant programs, please provide us with your working paper summaries of all financial activities associated with each respective grant program through year end (we will use these documents to complete our determination of your federal and state programs and to select which programs are required to be audited in accordance with Uniform Guidance requirements).
4. Detail of accounts receivable (and deferred revenue) for all ongoing federal and state grant programs at September 30, 2020.
5. Please provide information on any changes in internal control the City utilizes to ensure compliance with federal and state grants.
6. For all state and federal grants, please provide copies of grant award notices and grant agreements. Also please have available any other correspondence with grantor agency during the fiscal year.
7. A Schedule of all Federal Awards and State Financial Assistance listed by individual fund containing the following data for the period from October 1st through September 30th.
 - a. Grantor Agency or Pass-Through Grantor
 - b. Program Title
 - c. Federal CFDA Number (or State CSFA Number)
 - d. Pass-Through Grantor Number
 - e. Program or Award Amount
 - f. Cash receipts received during the period
 - g. Expenditures for the period

Fund Balance:

1. Provide any detail related to reserved, restricted, or designated balances

EXHIBIT III -
REQUIRED FORMS

Exhibit III

REQUEST FOR PROPOSALS**PROPOSER ACKNOWLEDGEMENT FORM*****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID***

RFP TITLE:	ANNUAL INDEPENDENT AUDIT SERVICES
RFP NUMBER:	2020-FIN-002
RFP DUE DATE & TIME:	July 22, 2020 at 2:00 P.M.
RFP DEADLINE FOR QUESTIONS:	July 15, 2020 at 5:00 P.M.
RFP OPENING LOCATION:	Holly Hill City Hall Room 227, 1065 Ridgewood Ave, Holly Hill, FL 32117

Proposals Received After The Above Date And Time Will Not Be Accepted.PROPOSER'S NAME: McDirmitt Davis, LLCPROPOSER'S MAILING ADDRESS: 934 N. Magnolia Ave., Suite 100CITY-STATE-ZIP: Orlando, FL 32803F.E.I.N.: 26-0004117PHONE NUMBER: (407) 843-5406 FAX NUMBER: (407) 649-9339

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

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Proposal and certify that I am authorized to sign this Proposal for the Proposer. In submitting a Proposal to the City of Holly Hill, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Holly Hill 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 Holly Hill. 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)
 Tamara Campbell
 NAME (TYPED)
 Partner
 TITLE
 07/22/2020
 DATED

Attachment: 2020 HOLLY HILL PROPOSAL-McDirmitt Davis (3022 : Auditor Selection)

**CITY OF HOLLY HILL, FLORIDA
REQUEST FOR PROPOSALS
ANNUAL INDEPENDENT AUDIT SERVICES
RFP NO. 2020-FIN-002**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

City Clerk, City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

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

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

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

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

<u>Addendum Date</u>	<u>Addendum Number</u>
<u>July 2020</u>	<u>1</u>
<u>July 2020</u>	<u>2</u>

Receipt of all of which is hereby acknowledged.

This Proposal 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; PROPOSER has not directly or indirectly induced or solicited any other Submitter to submit a false or sham Submittal; PROPOSER has not solicited or induced any person, firm or a corporation to refrain from bidding; and PROPOSER 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: McDirmit Davis, LLC

VENDOR/CONTRACTOR LICENSE NUMBER: AD0021084

ADDRESS: 934 N. Magnolia Ave., Suite 100

Orlando, FL 32803

PHONE NO.: (407) 843-5406 FAX NO.: (407) 649-9339

PROPOSER'S NAME: Tamara Campbell
(Typed or Printed in Ink)

TITLE: Partner

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

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

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

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

CITY OF HOLLY HILL, FLORIDA
REQUEST FOR PROPOSALS
ANNUAL INDEPENDENT AUDIT SERVICES
RFP NO. 2020-FIN-002

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

- ☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.
- ☒ The undersigned firm has had no litigation on any project in the last five (5) years.
- ☐ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

McDirmit Davis, LLC

COMPANY NAME



AUTHORIZED SIGNATURE

Tamara Campbell

NAME (PRINT OR TYPE)

Partner

TITLE

07/22/2020

DATE

Attachment: 2020 HOLLY HILL PROPOSAL-McDirmit Davis (3022 : Auditor Selection)

**CITY OF HOLLY HILL, FLORIDA
REQUEST FOR PROPOSALS
ANNUAL INDEPENDENT AUDIT SERVICES
RFP NO. 2020-FIN-002**

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.

McDirmitt Davis, LLC

Company Name

Authorized Signature

Tamara Campbell

Print Name

Partner

Title

Attachment: 2020 HOLLY HILL PROPOSAL-McDirmitt Davis (3022 : Auditor Selection)

EXHIBIT IV -
CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 7/7/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hylant - Southeast Michigan 24 Frank Lloyd Wright Dr, Ste J4100 Ann Arbor, MI 48105		CONTACT NAME: PHONE (A/C, No, Ext): (734) 741-0044 FAX (A/C, No): (734) 741-1850 E-MAIL ADDRESS: AnnArbor-office@hylant.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Valley Forge Insurance Co	
		INSURER B : Continental Casualty Company	
		INSURER C : Transportation Insurance Co	
		INSURER D : Lloyd's	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			B6024875689	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EBL AGGREGATE \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			B6024875689	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	X UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			B6024874719	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WC6024874607	7/1/2020	7/1/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Cyber Liability			ESJ0219460233	7/1/2020	7/1/2021	Per Claim \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

To Whom it May Concern Cert	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

EXHIBIT IV -
FEE PROPOSAL

Exhibit V
Fee Proposal

RFP #2020-FIN-002
FINANCIAL AUDITING SERVICES COST PROPOSAL

Amounts include all direct (labor, travel, incidentals, etc.) and indirect costs.

The Proposer agrees that if the proposal is accepted, the fees will not increase over the agreed upon contractual amount for the entire contract term.

Any changes in the accounting principles, or state or federal laws, rules and requirements associated with the annual financial report, requiring additional work shall be pre-approved by the City by way of a Change Order.

Audit Period Ending	Total Projected Hours for <u>Total Financial Audit</u>	Fire Pension Audit (as part of the Financial Audit)	Police Pension Audit (as part of the Financial Audit)	<u>Total Financial Audit & Reporting</u> including Fire & Police Pension	CRA separate Audit	Single Audit, if required
September 30, 2020	394	\$ 3,000	\$ 3,000	\$ 45,800	\$ 6,000	\$ 5,000
September 30, 2021	394	\$ 3,100	\$ 3,100	\$ 45,800	\$ 6,200	\$ 5,000
September 30, 2022	394	\$ 3,250	\$ 3,250	\$ 45,800	\$ 6,500	\$ 5,000
September 30, 2023	394	\$ 3,400	\$ 3,400	\$ 45,800	\$ 6,800	\$ 5,000
September 30, 2024	394	\$ 3,600	\$ 3,600	\$ 45,800	\$ 7,200	\$ 5,000

**Proposal for Annual Independent Auditing Services
RFP 2020-FIN-002**

CITY OF HOLLY HILL, FLORIDA

**For fiscal years ending
September 30, 2020 through 2024
With renewal options thereafter to be negotiated**



CONTACTS & AUTHORIZED REPRESENTATIVES:

**Laura Anne Pray, CPA, Partner
Brian L. Nemeroff, CPA, Partner
8035 Spyglass Hill Road
Melbourne, Florida 32940
pray@bermanhopkins.com
nemeroff@bermanhopkins.com**

**Telephone: (321) 757-2020
Fax: (321) 242-4844**

This proposal remains in effect for 90 days from July 22, 2020

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BERMAN HOPKINS WRIGHT & LAHAM

CPAS AND ASSOCIATES, LLP

www.bermanhopkins.com

255 S. Orange Ave. • Suite 1545
Orlando, FL 32801
Phone: 407-841-8841
Fax: 407-841-8849

8035 Spyglass Hill Rd.
Melbourne, FL 32940
Phone: 321-757-2020
Fax: 321-242-4844

1415 S. Washington Ave.
Titusville, FL 32780
Phone: 321-267-2190
Fax: 321-268-2272

TRANSMITTAL LETTER

July 22, 2020

Valerie Manning
City Clerk
City of Holly Hill
1065 Ridgewood Avenue,
Holly Hill, FL 32117

RE: REQUEST FOR AUDITING SERVICES

Berman Hopkins CPAs & Associates, LLP ("Berman Hopkins") would first like to express our gratitude for the opportunity to submit our qualifications to perform independent auditing services for the City of Holly Hill, Florida (the "City") for fiscal years ending September 30, 2020 through 2024 with renewal options thereafter to be negotiated. This proposal is a firm and irrevocable offer for the aforementioned engagement periods.

Berman Hopkins has remained faithful to its core values over the years; we build relationships with each client in order to understand their organizations and provide them with accurate financial reporting and solid solutions. To best service you, we offer over 60 years of leadership, experience and expertise in governmental auditing and compliance services, including but not limited to counties, towns, cities, and various authorities. We provide many services, which include consulting on business transactions, auditing and accounting issues, tax services, and compliance procedures for new laws and regulations.

INDUSTRY EXPERTISE

Berman Hopkins has the auditing experience to meet your needs. Our engagement team provides value through extensive experience with various governmental agencies, which is not limited to auditing services. We have a proven technical knowledge of operations of governmental entities of your size. We also have vast experience with the Federal and Florida Single Audit Acts. Berman Hopkins is a member of the Government Audit Quality Center ("GAQC") of the AICPA, the GFOA and the FICPA State and Local Government Committee.

LONGEVITY

Berman Hopkins' relative size, years of government auditing experience and reputation provides the City with essential advice and resources necessary to support their ongoing needs. Berman Hopkins has made the commitment to its staff and clients to stay locally-owned and independent by developing a long-term succession plan that addresses future leadership and transitions.

Attachment: RFP 2020-FIN-002-Berman Hopkins (3022 : Auditor Selection)

CLIENT RELATIONSHIPS + CONTINUITY

The Berman Hopkins engagement team approach provides clients with direct access to the decision makers of the firm. As part of our client relationship, we proactively communicate relative to your compliance, consulting and resource needs with very low turnover and strong continuity with client relationships.

TRUSTED ADVISOR

Berman Hopkins builds effective relationships with our clients by providing business advice that integrates financial, tax, management and strategic planning around value added areas. We will discuss with the governing board and management the results of the audit as well as deficiencies in the design or operation of internal controls that could adversely affect the City's ability to manage its finances, deficiencies in adherence to relevant laws, regulations, contracts or agreements, potential errors, fraud or other illegal acts detected in the process of the audit and possible improvements in the fiscal management of operations.

TIMELY SERVICES

Our team will commit to meet your deadlines as outlined in the request for proposal with a completion date of the audit and all required audit letters no later than February 26, 2021, provided you are ready for these services on the dates scheduled and are able to provide documents timely or reports as requested throughout the engagement.

Ultimately, Berman Hopkins offers you peace of mind by providing you with the confidence that your best interests will be served and the final work produced will be of outstanding quality.

Berman Hopkins has a clear understanding of the scope of services to be provided and commit to perform the work within the time period stated. We know we are the best qualified firm to perform this engagement as we have a dedicated team of governmental auditors with the experience and professional knowledge necessary. We will perform your audit effectively and efficiently. This proposal is a firm and irrevocable offer for the engagement period.

We sincerely look forward to the opportunity to partner with The City of Holly Hill.

Sincerely,



Laura Anne Pray, CPA, Partner
Berman Hopkins CPAs & Associates, LLP

GENERAL REQUIREMENTS

INDEPENDENCE

Berman Hopkins is independent with respect to the City of Holly Hill (the "City"), as defined by U.S. generally accepted auditing standards and the U.S. Government Accountability Office's *Government Auditing Standards* issued by the Comptroller General of the United States. There has been no involvement in any professional relationship that would infringe on our independence and we do not have a conflict of interest relative to performing this engagement. We will maintain our independent status and will provide you the assurance that we will continue to maintain this independence as long as we are engaged as your auditors.

Berman Hopkins does not have any professional relationships involving the City or any of its agencies or component units for the past five years.

LICENSE TO PRACTICE IN THE STATE OF FLORIDA

Berman Hopkins is registered to do business as a Limited Liability Partnership (LLP) in the State of Florida and is licensed by the State of Florida Department of Business and Professional Regulation to practice as a Certified Public Accounting firm. This license is through the year ending December 31, 2021 and is promptly renewed at the time of expiration.

We are members in good standing with the American Institute of Certified Public Accountants (AICPA). The Certified Public Accountants (CPAs) employed at our firm have active individual licenses in the State of Florida issued by the Department of Business and Professional Regulation Board of Accountancy as Certified Public Accountants. Our CPAs' licenses expire every two years and vary depending on the year they were first licensed. We maintain a file copy of all active licenses. Our quality control procedures require us to keep this file active by ensuring we review all issued licenses annually. *Copies of licenses can be provided upon request.*

The CPAs on the audit team have active individual licenses in the State of Florida and meet all continuing professional education requirements.

CONFLICT OF INTEREST

We do not and have not had any conflict of interest with the City during the past five years. We are dedicated to maintaining our independent status for as long as we are engaged as your auditors, but we will provide the City with written notice if we become aware of any relationships or conflict of interest during the period of the engagement.

FIRM QUALIFICATIONS AND EXPERIENCE

SIZE AND STRUCTURE OF THE FIRM AND THE ENGAGEMENT TEAM

Berman Hopkins is a regional accounting firm established in Florida and has been doing business as a Certified Public Accounting, Business Consulting, and Profit Advisory firm across the United States for over 60 years. Our staff works out of three offices to service our clients. To meet your needs, we have organized a team of our most qualified professionals utilizing our resources from each office, establishing the Melbourne office as the location to service you.

**8035 SPYGLASS HILL ROAD
MELBOURNE, FLORIDA 32940
(321) 757-2020
FAX: (321) 242-4844**



The Professional Organizational Chart included in this proposal indicates the team selected from our pool of qualified staff, that are hired, trained and dedicated to the government department of Berman Hopkins, that are assigned to your audit. We have a team of 66 professionals ready to serve your needs and a department of 10 dedicated team members with governmental auditing experience. We will have three team members assigned to this job on a full-time basis and two partners will be assigned to the engagement on an a part-time basis.

The team receives continual training for government audits. The team, under direct supervision, performs compliance testing, interviews of the City's staff, and walkthroughs of compliance areas. All members of the team receive continuing education as required by Government Auditing Standards, the AICPA, and Berman Hopkins' Quality Control Document.

We plan and commit to meet your needs and exceed your expectations through the use of carefully devised planning strategies, closely monitored project schedules, and proven audit techniques and technology.

FIRM QUALIFICATIONS AND EXPERIENCE

QUALITY CONTROL AND PEER REVIEW

The work performed by Berman Hopkins is enhanced by our own quality control program and annual monitoring of Berman Hopkins' procedures as specified in our *Quality Control Document*.

Our quality control process ensures our Certified Public Accountants (CPAs) and staff accountants meet or exceed the continuing professional education requirements of the Florida Board of Accountancy, the *Government Auditing Standards*, the American Institute of CPAs, and Berman Hopkins' *Quality Control Document*, and is designed to ensure that applicable auditing standards are followed.

We are members of the AICPA's Government Audit Quality Center (GAQC), which requires a "Peer Review" by an independent third party every three (3) years. A Peer Review is a review and evaluation of a firm's working papers, reports and policies by a team of CPAs from other CPA firms.

We are in compliance with the most recent Peer Review performed in 2018. The Peer Review letter is on the following page. A letter of comment was not issued as part of this review, as it was not applicable. ***This Peer Review included reviews of local governmental engagements.***

FIRM QUALIFICATIONS AND EXPERIENCE

PEER REVIEW LETTER



Flaherty Salmin LLP Certified Public Accountants
2300 Buffalo Road, Building 200, Rochester, NY 14624-1365
office 585 279-0120 fax 585 279-0166 www.fscpa.com



Report on the Firm's System of Quality Control

To the Owners of Berman Hopkins Wright & LaHam, CPAs and Associates, LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Berman Hopkins Wright & LaHam, CPAs and Associates, LLP (the firm) in effect for the year ended June 30, 2018. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act and audits of employee benefit plans.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berman Hopkins Wright & LaHam, CPAs and Associates, LLP in effect for the year ended June 30, 2018 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Berman Hopkins Wright & LaHam, CPAs and Associates, LLP has received a peer review rating of *pass*.

Flaherty Salmin LLP

Rochester, New York
December 27, 2018

FIRM QUALIFICATIONS AND EXPERIENCE

STATEMENT OF FEDERAL OR STATE DESK REVIEW AND DISCIPLINARY ACTION

Berman Hopkins, CPAs & Associates, LLP has had no federal or state desk reviews or field reviews of our audits during the past three (3) years. No disciplinary action from state regulatory bodies or professional organizations has been taken against the firm during the past three (3) years, nor is any action pending.

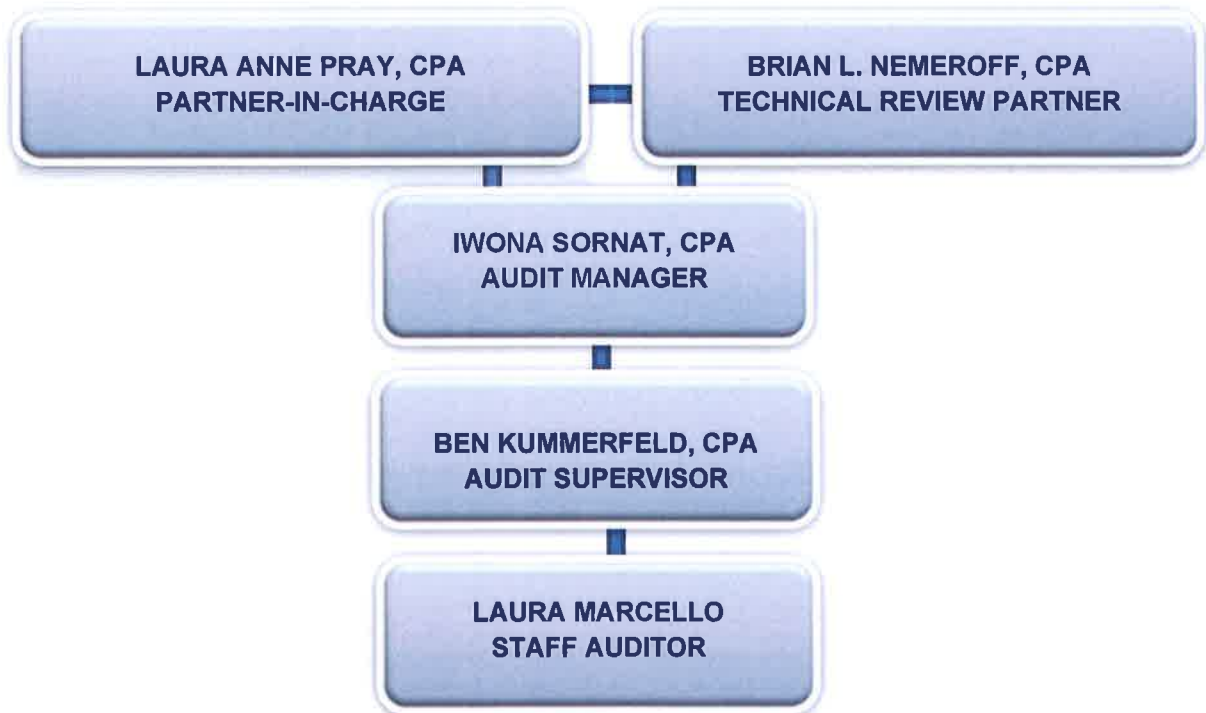
LITIGATION

Berman Hopkins CPAs & Associates, LLP has had no pending claims, threatened claims, litigation, or proceedings during the last three (3) years, where a court or administrative agency has ruled for or against the firm in any matter related to the firm's professional activities.

FIRM QUALIFICATIONS AND EXPERIENCE

PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS & EXPERIENCE

The client service team we are committing to the City represents our most knowledgeable staff for your organization. The primary staff to be assigned on this engagement are as follows:



The team we are committing to the City represents professional staff of the highest quality with many years of experience and a vast amount of governmental accounting and auditing knowledge. The quality of the staff over the term of the engagement can be assured as our full governmental department team of professionals remains current and proactive on government key issues, accounting and auditing principles, and governmental rules and regulations. Our comprehensive governmental auditing experience and education is, and will continue to be, outstanding. The CPAs on the audit team have active individual licenses in the State of Florida and meet all continuing professional education requirements.

We have strived to be a leader in the Governmental Accounting and Auditing area. The Technical Review Partner, Brian Nemeroff, CPA, is a current member and past chair and has served on the **FICPA State and Local Committee** for over 15 years in an active role involving reviewing exposure drafts, drafting the government compliance guide, and serving as Chair for the annual 2-day conference. He was also recently appointed to the **Executive Committee of the AICPA Government Audit Quality Center** in May of 2019.

While we do not anticipate any need to change the proposed audit team, certain events may occur which are out of our control, which require a change in the engagement team. The City will be notified of any of these changes and any personnel replacements. Personnel replacements will have substantially the same or better qualifications and or experience. The qualifications of any replacements will be provided to the City prior to beginning any work on the audit. The City retains the right to approve or reject any initial staffing as well as replacements.

FIRM QUALIFICATIONS AND EXPERIENCE

EXPERIENCE WITH GOVERNMENTAL FINANCIAL STATEMENTS AND CERTIFICATE OF ACHIEVEMENT

We have significant experience with preparing governmental financial statements which includes, but is not limited to, the financial statements of cities, towns, public housing authorities, housing finance authorities, and transportation authorities. Our experience also includes assistance with Comprehensive Annual Financial Report preparation. In addition, we have extensive experience and are very familiar with the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting. We have assisted our clients to meet the deadline associated with this certificate, and we have never missed this deadline for any of our clients. Key members of our staff assigned to your engagement serve on the Special Review Committee of the GFOA and review CAFRs for the Certificate.

APPROACH TO CONTINUING EDUCATION

Quality continuing professional education (CPE) is a priority at Berman Hopkins. All of our professionals attend accounting, auditing, tax and management seminars and conferences sponsored by the AICPA, FICPA and the FGFOA relating to their areas of expertise. Our government auditors attend several government accounting and auditing seminars per year, including GASB updates as well as Florida Auditor General, GAQC, FGFOA and FICPA local government seminars.

In addition to updating our own knowledge, we make every effort possible to keep our clients updated as well. This process is usually accomplished through meetings with clients on issues applicable to them as deemed necessary throughout the year, email communications, and inviting clients to attend conferences and seminars with us or developed and presented by the firm.

All engagement team members far exceed the required amount of continuing professional education (CPE) credits, including the specific requirement for governmental credit hours. Detailed lists of specific CPE credits earned and classes taken are included with their resumes.

Detailed resumes of each staff member are on the following pages.

FIRM QUALIFICATIONS AND EXPERIENCE

BRIAN L. NEMEROFF, CPA (in the State of Florida, 1994, licensed in multiple other states)
Technical Review Partner

Mr. Nemeroff, as the Technical Review Partner, will provide additional oversight as needed to the engagement team. He will be consulted on any complex areas and will perform a review of the final reports before they are issued to ensure accuracy.



Education

Florida State University
 B.S. in Accounting, 1992

Professional Experience and Affiliations

Mr. Nemeroff has over 26 years of governmental audit experience, including accounting, auditing and tax experience. He has presented GASB 34, Single Audit, and governmental auditing concepts and procedures as a CPE instructor. His experience includes, yet is not limited to, the following:

- Florida Counties and the Constitutional Officers Audits
- Florida Municipalities
- Numerous Charter Schools
- Numerous Public Housing Authorities
- Housing Finance Authorities
- Transportation Authorities
- GASB - Experience with the latest GASB pronouncements
- American Institute of Certified Public Accountants (AICPA):
 - Designated Partner for GAQC (Government Audit Quality Center)
 - Recent appointee to the Executive Committee of the GAQC
- Florida Institute of Certified Public Accountants (FICPA):
 - A & A Committee - Member 3 years - Published article on SAS 96 - CPA Today
 - Government Section - Member
 - Chair - State and Local Conference
 - Subcommittee to rewrite the Government Compliance Guide
 - Steering Committee
 - Presented GASB 40 - Investing and Risk Disclosure
- Government Finance Officers Association (GFOA):
 - Member of the Special Review Committee for the GFOA Certificate of Achievement for Excellence in Financial Reporting Program

Professional Education

Mr. Nemeroff has completed the required hours of continuing professional education as required by *Government Auditing Standards*, the AICPA, the Florida Board of Accountancy, Florida Statutes, and Berman Hopkins' *Quality Control Document*.

Mr. Nemeroff meets the governmental continuing professional education requirements, details of relevant continuing professional education for the past three (3) years can be seen on the following page.

FIRM QUALIFICATIONS AND EXPERIENCE

Year	Activity Title	Hours	Year	Activity Title	Hours
2018	Government Group Niche	8	2018	Annual Government GAAP Update	4
2018	Governmental A&A Update	9	2018	Florida Ethics	4
2018	Ethics for California CPAs	8	2018	Brevard County Financials	3
2018	Personal and Professional Ethics for Texas CPAs	4	2018	2018 Personal and Professional Ethics for Louisiana CPAs	3
2018	Michigan Specific Ethics 2018 2019 Edition	4	2018	State and Local Government Accounting Conference	16
2018	The 2018 Yellow Book What You Need to Know	1	2018	2018 GAQC Annual Update Webcast	2
2018	Component Unit and Other Items	2	2018	Peer Review Government Auditing Standards	3.5
2018	Tackling Internal Control Over Compliance in a Single Audit	1	2018	Senior Leadership Academy	17.5
2019	2019 GAQC Annual Update Webcast	2	2019	Auditor's Response to the Fraud Risk Assessment - CLAFRA	4
2019	Governmental A&A Update	2	2019	Partner/Manager Retreat	10.5
2019	Sr. Leadership Academy	8	2019	Ethics: General Standards and Acts Discreditable	2
2020	Annual A&A Construction Industry Update	2	2019	Using Part 6 of the New Compliance Supplement on Internal Control	2
2020	2020 GAQC Annual Update Webinar	2			

Attachment: RFP 2020-FIN-002-Berman Hopkins (3022 : Auditor Selection)

FIRM QUALIFICATIONS AND EXPERIENCE

Laura Anne Pray, CPA (in the State of Florida, 2012) Partner-in-Charge

Mrs. Pray, Partner-in-Charge will oversee the audit and approve the final reports. The Partner-In-Charge's principal function is to plan, monitor and review the adequacy of our audit procedures. The Partner-In-Charge is responsible for the supervision of the staff's work, for approving overall fieldwork procedures, which include sampling and compliance testing, as well as the final audit reports.



Education

University of Florida
B.S. in Accounting, 2004
University of Central Florida
M.S. in Accounting, 2009

Professional Experience and Affiliations

Mrs. Pray has over 15 years of public and governmental audit experience, including accounting, auditing and tax experience. She has presented GASB, Single Audit, not-for-profit and governmental auditing concepts and procedures as a Continuing Professional Education (CPE) instructor. Her experience includes, yet is not limited to, the following:

- Florida Counties and the Constitutional Officers Audits
- Public Housing Authorities
- Transportation Authorities
- Public Entity Risk Pools
- Numerous Charter Schools
- GASB – experience with the latest GASB pronouncements
- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)

Professional Education

Mrs. Pray has completed the required hours of continuing professional education as required by *Government Auditing Standards*, the AICPA, the Florida Board of Accountancy, Florida Statutes, and Berman Hopkins' *Quality Control Document*.

Mrs. Pray meets the governmental continuing professional education requirements, details of relevant continuing professional education for the past three (3) years can be seen on the following page.

FIRM QUALIFICATIONS AND EXPERIENCE

Year	Activity Title	Hours	Year	Activity Title	Hours
2018	Revenue Recognition	1	2018	Sean & Katie Present: Advance your Advance	2
2018	Audit Planning Workshop	3	2018	General Session 2 The Future is Now How Today's The Is Disrupting the World's Oldest Industry	1.5
2018	General Session 1 Overview of Tax Reform	1.5	2018	Tax and Accounting Roundtable	1.5
2018	ESOP Now What ESOP 2.0	1.5	2018	Genral Session 4 Tax Issues Regarding Insurance Prepaids to Captives	1.5
2018	Preparing to Sell the Company and Managing the Process	1.5	2018	Example Financial Disclosure Revenue Recognition Implementation	1.5
2018	General Session 3 New Tax Law in Place What is Next for Tax Policy	1.5	2018	CFMA Benchmark 2018 Results and Best Practices	1
2018	Active Shooter Incident Fundamentals	1	2018	Economic and Investment Outlook 2018	1.5
2018	General Session 6 Battle for Talent Keys to Attract and Retain Top Performers	1.5	2018	Effective Treasury Management in Today's Economy	1.5
2018	General Session 5 FASB Update for the Construction Industry	1.5	2018	New Non-Profit Seminar	1.5
2018	Audit and Assurance Special Interest Group Webinar	1	2018	Senior Leadership Academy	8
2018	Senior Leadership Academy	9.5	2018	Construction Niche: Building a New Mindset	1.8
2018	A&A Update	6.5	2018	A&A Update	3
2019	Prime Global Audit & Assurance Special Interest Group Webinar	1	2019	AICPA Peer Review Must-Select Industry Update: Governmental-Government Auditing Update	3
2019	Governmental and Non-Profit Accounting & Auditing Update	8	2019	Leveraging Tax Credits to Become More Profitable	2
2019	Revenue Recognition Audit Approach	2	2019	Sr. Leadership Academy 2019 Let's Get Social	8
2019	Sr. Leadership Academy 2019 Let's Get Social	6	2019	Audit & Assurance Special Interest Group Webinar	1
2019	A&A Rollforwards & Audit Sampling	1	2019	The Emerging CFO	4.5
2019	Annual A&A Update	3	2019	Annual A&A Update	8
2020	Annual A&A Construction Industry Update	2	2020	Special Presentation Webinar with Beach Valley	1
2020	Audit & Assurance SIG Webinar	1			

Attachment: RFP 2020-FIN-002-Berman Hopkins (3022 : Auditor Selection)

FIRM QUALIFICATIONS AND EXPERIENCE

IWONA SORNAT, CPA (in the State of Florida, 2016)
Audit Manager

Education

Law and Commerce University of Warsaw, Poland, 2002
 B.S. in Economics/Major - Human Resources Management
 University of Central Florida
 B.S. in Accounting, 2010
 M.S. in Accounting, 2013



Professional Experience and Affiliations

Mrs. Sornat joined Berman Hopkins in 2012 and has over 8 years of accounting and auditing experience, all of which has been in local government. Her accounting and auditing experience includes, yet is not limited to the following:

- Florida Counties and Constitutional Officers Audits
- Florida Municipalities
- Numerous Charter Schools
- Numerous Not-For-Profit Organizations
- Space Coast Transportation Planning Organization
- Public Housing Authorities
- GASB - experience with the latest GASB pronouncements
- Florida Government Finance Officers Association (FGFOA)
- Florida Institute of Certified Public Accountants:
 - A & A Committee
- Government Finance Officers Association (GFOA):
 - Member of the Special Review Committee for the GFOA Certificate of Achievement for Excellence in Financial Reporting Program

Professional Education

Mrs. Sornat has completed the required hours of continuing professional education as required by *Government Auditing Standards*, the AICPA, the Florida Board of Accountancy, Florida Statutes, and Berman Hopkins' *Quality Control Document*.

Mrs. Sornat meets the governmental continuing professional education requirements, details of relevant continuing professional education for the past three (3) years can be seen on the following page.

FIRM QUALIFICATIONS AND EXPERIENCE

Year	Activity Title	Hours	Year	Activity Title	Hours
2016	Understanding and Testing Controls and Compliance in an Audit	2	2016	Governmental A&A Update	8
2016	FGFOA Annual Conference	24	2016	GASB Fair Value Audit & Accounting Issues	2
2016	Experienced InCharge Training (Level D)	16	2016	Sr. Leadership Academy	16
2016	Commonly Asked Questions About Uniform Guidance and Yellow Book	2	2016	Annual A&A Update	8
2017	Developing and Reporting Audit Findings	2	2017	Annual HUD CPE	6
2017	Software Training	16	2017	Beginning InCharge	24
2017	Auditing Workshop	2	2017	Auditing Workshop	2
2017	Senior Leadership Academy	8	2017	A&A Update	8
2017	Personal and Professional Ethics for Florida CPAs	4	2017	A&A Update	1.5
2018	A Basic Background & Overview of SLG Accounting Parts 1 & 2	4	2018	Government Group Niche	3.5
2018	Governmental A&A Update	8	2018	FICPA State and Local Government Accounting Conference	16
2018	The 2018 Yellow Book What You Need to Know	2	2018	Component Unit and Other Items	1
2018	Audit Planning Workshop	3	2018	Senior Leadership Academy	17.5
2018	Audit Efficiency	1	2018	Walk-Throughs, Control Testing and Compliance	1
2018	A&A Update	8	2019	GFOA 13th Annual Conference	18
2019	Governmental A&A Update	8	2019	A&A Rollforwards & Audit Sampling	1
2019	CPE Certificate: HUD 101 - Session 1	4	2019	Annual A&A Update	8
2019	CPE Certificate: HUD 101 - Session 2	4	2020	Annual A&A Construction Industry Update	2
2019	Sr. Leadership Academy	16	2020	2019 Personal and Professional Ethics for Florida CPAs	4
2020	Not-for-Profit Organizations Accounting Virtual Conference	16			

Attachment: RFP 2020-FIN-002-Berman Hopkins (3022 : Auditor Selection)

FIRM QUALIFICATIONS AND EXPERIENCE

BEN KUMMERFELD, CPA (in the State of Florida, 2018)
Audit Supervisor

Education

University of Central Florida
 B.S.B.A. in Accounting, 2009
 M.S. in Accounting, 2015

Professional Experience and Affiliations

Mr. Kummerfeld joined Berman Hopkins in 2015 and has over 5 years of accounting and auditing experience, all of which has been in local government. His accounting and auditing experience includes, yet is not limited to the following:

- Florida Counties and Constitutional Officers Audits
- Florida Municipalities
- Numerous Public Housing Authorities
- Numerous Charter Schools
- Housing Finance Authorities
- Florida Institute of Certified Public Accountants
- GASB – experience with the latest GASB pronouncements
- Government Finance Officers Association (GFOA):
 - Member of the Special Review Committee for the GFOA Certificate of Achievement for Excellence in Financial Reporting Program

Professional Education

Mr. Kummerfeld has completed the required hours of continuing professional education as required by *Government Auditing Standards*, the AICPA, the Florida Board of Accountancy, Florida Statutes, and Berman Hopkins' *Quality Control Document*.

Mr. Kummerfeld meets the governmental continuing professional education requirements, details of relevant continuing professional education for the past three (3) years can be seen on the following page.

FIRM QUALIFICATIONS AND EXPERIENCE

Year	Activity Title	Hours	Year	Activity Title	Hours
2018	2018 State and Local Government Audit Planning	2	2018	Government Group Niche	3.5
2018	Governmental A&A Update	8	2018	Experienced InCharge Supervisor	24
2018	Senior Leadership Academy	17.5	2018	Walk-Throughs Control Testing and Compliance	3
2018	A&A Update	8.5	2019	2019 State and Local Government Audit Planning Considerations	2
2019	Governmental A&A Update	8	2019	2019 State and Local Government Accounting Conference	16
2019	CPE Certificate: HUD 101 - Session 1	4	2019	AdvanceFlow Tips & Tricks	1
2019	CPE Certificate: HUD 101 - Session 2	4	2019	Annual A&A Update	8
2019	Sr. Leadership Academy	16	2020	Governmental Cash Flows Training	2

FIRM QUALIFICATIONS AND EXPERIENCE

LAURA MARCELLO
Staff Auditor

Education

University of Delaware
B.S. in Accounting, 2017

Professional Experience and Affiliations

Ms. Marcello joined Berman Hopkins in 2017 and has over 3 years of accounting and auditing experience, all of which has been in local government. Her accounting and auditing experience includes, yet is not limited to the following:

- Florida Counties and Constitutional Officers Audits
- Florida Municipalities
- Public Housing Authorities
- Numerous Charter Schools

Professional Education

Ms. Marcello has completed the required hours of continuing professional education as required by *Government Auditing Standards*, the AICPA, the Florida Board of Accountancy, Florida Statutes, and Berman Hopkins' *Quality Control Document*.

Ms. Marcello has passed all four parts of the CPA exam and is awaiting her certificate.

Ms. Marcello meets the governmental continuing professional education requirements, details of relevant continuing professional education for the past three (3) years can be seen on the following page.

FIRM QUALIFICATIONS AND EXPERIENCE

Year	Activity Title	Hours	Year	Activity Title	Hours
2018	Part 2 Basic Background & Overview of SLG Accounting	2	2018	Part 1 Basic Background & Overview of SLG Accounting	2
2018	Jr. Leadership Academy	8	2018	Government Group Niche	3.5
2018	Experienced Staff	24	2018	Governmental A&A Update	8
2018	Component Unit & Other Items	1	2018	2018 Yellow Book: What You Need to Know	3.5
2018	Part 2 The Mysteries of Major Program Determination	2	2018	Audit Planning Workshop	3
2018	Part 4 Overview of Sampling & Single Audit Reporting Requirements	2	2018	Part 3 Understanding & Testing Compliance Requirements and Internal Control over Compliance	3
2018	A&A Update	8	2018	Walk-Throughs, Control Testing and Compliance	1
2019	2019 Compliance Supplement and Single Audit Update	2	2019	GFOA Annual Governmental GAAP Update (Encore)	4
2019	Government Audit Related Updates	2	2019	Governmental A&A Update	8
2019	Jr. Leadership Academy	8	2019	Advanced Audit Workpaper Tactics	4
2019	CPE Certificate: HUD 101 - Session 2	4	2019	CPE Certificate: HUD 101 - Session 1	4
2019	Annual A&A Update	8	2019	Using Part 6 of the New Compliance Supplement on Internal Control	2
2020	Proof & Math Training	1	2020	Governmental Cash Flows Training	2

Attachment: RFP 2020-FIN-002-Berman Hopkins (3022 : Auditor Selection)

FIRM QUALIFICATIONS AND EXPERIENCE

ENGAGEMENT WITH OTHER GOVERNMENT ENTITIES

<u>Government Entity</u>	<u>Contact Information</u>	<u>Partner</u>	<u>Dates of Service</u>	<u>Staff Hours</u>	<u>Scope of Services</u>
BREVARD COUNTY	Mark Peterson Finance Acctg Supervisor (321) 637-2002	Brian Nemeroff Laura Anne Pray	1998 - 2019	2279	Engagements include Annual Financial Audit with a Single Audit for the County with separate financial audits for six constitutional officers. The County has attained the GFOA's Certificate of Achievement for Excellent in Financial Reporting.
JACKSONVILLE TRANSPORTATION AUTHORITY	Gregory Hayes, VP & CFO (940) 630-3117	Brian Nemeroff Laura Anne Pray	2003 - 2006 2016 - Present	965	Engagements include Annual Financial Audit with a Single Audit for the Authority.
HOUSING AUTHORITY OF NEW ORLEANS	Stacy Jackson Chief Financial Officer Ph (504) 670-3261	Brian Nemeroff	2017 - Present	975	Engagements include Annual Financial Audit with a Single Audit for the Authority and 6 separate financial audits as well as tax work for component units.
TAMPA HOUSING AUTHORITY	Susi Begazo-McGourty, CFO Ph (813) 341-9101 x3390	Brian Nemeroff Laura Anne Pray	1998 - 2002 2005 - Present	808	Engagements include Annual Financial Audit with a Single Audit for the Authority and 4 separate financial audits as well as tax work for component units. We have also performed a Break-Even analysis on a tax credit component unit and a HOPE VI Grant closeout.
JACKSONVILLE HOUSING AUTHORITY	Dwayne Alexander Interim President CEO Ph (904) 630-3810	Brian Nemeroff	1999 - Present	746	Engagements include Annual Financial Audit with a Single Audit for the Authority and a separate financial audit as well as tax work for a tax credit component unit. We have also performed a Break-Even analysis on a tax credit component unit.
HOUSING AUTHORITY OF THE CITY OF FORT LAUDERDALE, FLORIDA	Mike Tadros, CFO Ph (954) 525-6444	Brian Nemeroff Laura Anne Pray	2004 - Present	575	Engagements include Annual Financial Audit with a Single Audit for the Authority and 10 separate financial audits as well as tax work for component units and tax credit properties.
HOUSING AUTHORITY OF THE CITY OF AUSTIN	Michael Gerber President & CEO Ph (512) 477-4488	Brian Nemeroff	2015 - Present	468	Engagements include Annual Financial Audit with a Single Audit for the Authority and 6 separate financial audits as well as tax work for component units.

Attachment: RFP 2020-FIN-002-Berman Hopkins (2022 : Auditor Selection)

FIRM QUALIFICATIONS AND EXPERIENCE

ENGAGEMENT WITH OTHER GOVERNMENT ENTITIES (continued)

<u>Government Entity</u>	<u>Contact Information</u>	<u>Partner</u>	<u>Dates of Service</u>	<u>Staff Hours</u>	<u>Scope of Services</u>
PINELLAS COUNTY HOUSING AUTHORITY	Neil Thompson, Comptroller (727) 443-7684	Brian Nemeroff Laura Anne Pray	2004 - Present	380	Engagements include Annual Financial Audit with a Single Audit for the entity.
HOUSING AUTHORITY OF KANSAS CITY, MISSOURI	Yohannes Hirsh, DOF Ph (816) 968-4220	Brian Nemeroff	2017 - Present	460	Engagements include Annual Financial Audit with a Single Audit for the Authority and 2 separate financial audits for component units.
HOUSING AUTHORITY OF THE CITY OF MIAMI BEACH	KaTreena Washington, DOF Ph (305) 532-6401 x3027	Brian Nemeroff Laura Anne Pray	2013 - 2015 2019 - Present	422	Engagements include Annual Financial Audit with a Single Audit for the Authority and a separate financial audit for programs of the Authority.
LAKELAND HOUSING AUTHORITY	Ben Stevenson, ED Ph (863) 687-2911 x285	Brian Nemeroff	2011 - Present	400	Engagements include Annual Financial Audit with a Single Audit for the Authority.
HIALEAH HOUSING AUTHORITY	Julio Ponce, ED Ph (786) 257-3490	Brian Nemeroff	2018 - Present	350	Engagements include Annual Financial Audit with a Single Audit for the Authority and 2 separate financial audits for programs of the Authority.
HOUSING AUTHORITY OF THE CITY OF BEAUMONT	Allison Landrum, CEO Ph (409) 951-7200	Brian Nemeroff	2015 - Present	315	Engagements include Annual Financial Audit with a Single Audit for the Authority and a separate financial audit as well as the required REAC submission for a multifamily component unit.
HARRIS COUNTY HOUSING AUTHORITY	Horace Allison, CFO Ph (713) 578-2100	Brian Nemeroff	2016 - 2019	315	Engagements include Annual Financial Audit with a Single Audit for the Authority.
CITY OF INDIAN HARBOR BEACH	Julie Bradford, Comptroller (321) 773-3181	Brian Nemeroff Laura Anne Pray	2005 - Present	306	Engagements include Annual Financial Audit for the entity and the audit of the City's police pension plan.
PALM BEACH COUNTY HOUSING AUTHORITY	Tad Fuller, CFO (561) 684-2160	Brian Nemeroff	2013 - 2016	300	Engagements include the audits of two component units.

Attachment: RFP 2020-FIN-002-Berman Hopkins (2022 : Auditor Selection)

FIRM QUALIFICATIONS AND EXPERIENCE

ENGAGEMENT WITH OTHER GOVERNMENT ENTITIES (continued)

<u>Government Entity</u>	<u>Contact Information</u>	<u>Partner</u>	<u>Dates of Service</u>	<u>Staff Hours</u>	<u>Scope of Services</u>
CLEARWATER HOUSING AUTHORITY	Jacqueline Rivera, ED Ph (727) 461-5777	Brian Nemeroff Laura Anne Pray	2003 - Present	250	Engagements include Annual Financial Audit with a Single Audit for the Authority and 3 separate financial audits for programs of the Authority. We have also provided debt service letters for 3 of the Authority's programs.
BOCA RATON HOUSING AUTHORITY	John Scannell, ED Ph (561) 206-6200	Brian Nemeroff	2011 - Present	250	Engagements include Annual Financial Audit with a Single Audit for the Authority.
TOWN OF PALM SHORES	Mayor Carol McCormack (321) 242-4555	Brian Nemeroff Laura Anne Pray	2007 - Present	223	Engagements include Annual Financial Audit for the entity.
TOWN OF GRANT VALKARIA	Jason Mahaney, Town Administrator (321) 951-1380	Brian Nemeroff Laura Anne Pray	2006 - Present	202	Engagements include Annual Financial Audit for the entity.
PALATKA HOUSING AUTHORITY	Steven M. Veling, CFO Ph (386) 329-0132	Brian Nemeroff Laura Anne Pray	2005 - Present	150	Engagements include Annual Financial Audit with a Single Audit for the Authority.
FORT PIERCE HOUSING AUTHORITY	Andrea Kochanowski, ED Ph (772) 461-7281	Brian Nemeroff	2013 - Present	118	Agreed upon procedures for monitoring compliance programs throughout the year to include SEMAP preparation and additional tenant file testing.
POLK COUNTY HOUSING FINANCE AUTHORITY	David G. Fisher, Shareholder (863)676-7611	Brian Nemeroff	2018 - Present	109	Engagements include Annual Financial Audit for the Authority.
STUART HOUSING AUTHORITY	Andrea Kochanowski, ED Ph (772) 287-0496	Brian Nemeroff	2018 - Present	100	Agreed upon procedures for monitoring compliance programs throughout the year to include SEMAP preparation and additional tenant file testing.
FLORIDA HOUSING AUTHORITIES RISK MANAGEMENT INSUREDS	Jennifer Luckern, CEO (321) 255-1010	Brian Nemeroff Laura Anne Pray	1998 - Present	92	Engagements include Annual Financial Audit for the entity.

In addition to the above governmental agencies, we perform financial audits for approximately 10 charter schools on an annual basis.

FIRM QUALIFICATIONS AND EXPERIENCE

REFERENCES

Pinellas County Housing Authority



11479 ULMERTON ROAD, LARGO, FLORIDA 33778

Telephone: (727) 443-7684

Fax: (727) 489-0757

TDD: (800) 955-8770

TTY: (800) 955-8771

Debra Johnson
Executive Director

March 6, 2018

RE: Reference letter for Berman Hopkins Wright & LaHam CPAs and Associates, LLP

Berman Hopkins Wright & LaHam CPAs and Associates, LLP (Berman Hopkins) has provided the Pinellas County Housing Authority (PCHA) outstanding service, consecutively, for the past eight years and are scheduled to complete our upcoming audit. Berman Hopkins associates have always been very professional, knowledgeable and helpful.

The Pinellas County Housing Authority has a very diverse financial portfolio, containing real estate acquisitions, new bank loans, refinancing of existing loans, the inclusion of bond funds, and most recently, the addition of low-income housing tax credits inclusive of land leases, loan agreements, and many other sources of funding. Berman Hopkins' assistance and expertise throughout the details of each platform has proven to be invaluable.

Berman Hopkins continuously meets all deadlines required by both the engagement, as well as by external parties. The Berman Hopkins auditors have always been very easy to work with and they have a thorough knowledge of HUD requirements and GAAP accounting.

Without hesitation, I recommend Berman Hopkins Wright & LaHam CPAs and Associates, LLP for any external audit engagements. Please feel free to call me at (727) 443-7684, Ext 3020 if you have any questions or would like further detail.

Sincerely,

Debra Johnson
Executive Director

BOARD OF COMMISSIONERS

Joseph Triolo
Chairman

Angela Rouson
Vice Chair

Michael Guju
Commissioner

Alan Swartz
Commissioner

Cynthia Wilson
Commissioner



SPECIFIC AUDIT APPROACH

UNDERSTANDING OF SERVICES

We understand that we are proposing on independent auditing services for the City and the City's Community Redevelopment Agency (CRA) for the fiscal years ending September 30, 2020 through 2024 with renewal options thereafter to be negotiated. These audits will be performed in accordance with the below:

- Generally Accepted Auditing Standards as issued by the American Institute of Certified Public Accountants (AICPA);
- Government Auditing Standards issued by the Comptroller General of the United States;
- Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards (Uniform Guidance);
- Regulations of the Florida Department of Financial Services;
- Florida Single Audit Act;
- Single Audit Act of 1984, as amended in 1996;
- Rules of the Florida Auditor General (Chapter 10.550);
- Florida Statutes 218.39, 218.503, and any other applicable statutes;
- Any other current or future applicable federal, state and local laws or regulations or professional guidance.

We will perform an audit and provide an opinion on the basic financial statements for the City and the City's Community Redevelopment Agency (CRA).

We will prepare a draft of the Comprehensive Annual Financial Report (CAFR), and the separate CRA Annual Financial Report, and we will provide guidance for implementing changes in government accounting standards. Technical advice pertaining to accounting and tax issues will be provided to the City, as requested. Our preparation of the CAFR will include the preparation of the final financial statements, and it will exclude preparation of the management's discussion & analysis, transmittal letter, and statistical section. We will edit and print twenty five (25) copies of the CAFR. We will edit and print ten (10) copies of the CRA's financial statements. In addition, the City reserves the right to revise the number of printed copies.

After the completion of the audit, we will issue the following reports for the City:

- An independent auditor's report which will include an "in-relation-to" opinion on the schedule of expenditures of federal awards and state financial assistance and combining and individual fund financial statements and supporting schedules;
- A report on internal control over financial reporting and compliance;
- A report on compliance and internal control over compliance for each major federal program and and state project;
- Management Letter, which will include any management weaknesses observed, an assessment of their effect on financial management, and proposed steps to correct those weaknesses, and any additional examination reports as required by Florida Statutes and the Rules of the Auditor General, Chapter 10.550;
- Other reports as required by law or other governing bodies.

SPECIFIC AUDIT APPROACH

UNDERSTANDING OF SERVICES (continued)

In addition to the above, we will provide services and reports for the City regarding:

- Data Collection Form to the Federal Audit Clearinghouse (SF-SAC) as required by the Uniform Guidance;
- Review of the Annual Financial Report due to the Department of Financial Services;
- Schedule of findings and questioned costs, which includes a summary of audit results related to financial statements, internal controls, and compliance;
- Other compliance reports as required by the State or regulatory organizations;
- All required reports pertaining to the City's CRA,

We will grant premission to the City to use the auditor's opinion for any future bond issues. In addition, if requested by the City, we will issue a "consent and citation of expertise" as the auditor and any necessary "comfort letters". We will identify any fees associated with providing the documents.

We are committed to performing all services in accordance with the timeline that is set forth in your Request for Proposal.

In the event that we become aware of irregularities and illegal acts during the course of the audits, we will make an immediate written report of all irregularities and illegal acts to Management and/or the Governing Body, as appropriate.

Formal progress conferences will be held with the Finance Director and Customer Service Manager at the end of interim field work, at the end of each week during field work, and upon the presentation of the draft report to discuss the status of the audit, open items, issues identified or resolved and the timing of future milestones in the audit. Direct and regular communication ensures that the City's finance staff, and the audit team are working together to ensure all deadlines are met. If matters arise during the course of the engagement, then these are communicated immediately so as to encourage timely resolution. As with all aspects of our service, we will develop the communication protocols that best suit the needs and expectations of the City. We are open to discussing other ideas you have for maintaining communication and knowledge sharing throughout our service relationship.

SPECIFIC AUDIT APPROACH

PROPOSED SEGMENTATION OF THE ENGAGEMENT

We plan and commit to meet your needs and exceed your expectations through the use of carefully devised planning strategies, closely monitored project management schedules, and proven audit techniques and technology. We will meet your required deadlines as outlined in your RFP.

- Completion of audit and all required audit reports provided for inclusion in the Comprehensive Annual Financial Report by February 26th.

The proposed audit segmentation will be comprised of the following three major sections:



Planning Phase and Interim Work

We will meet with management and other key personnel immediately upon execution of the audit contract in order to discuss any areas of concern that City management may have, and to discuss audit timing, spacing, and items needed to conduct an efficient audit. After meeting with the City, we will generate the necessary reports to begin our interim work and develop a detailed audit plan. The specific procedures to be performed during the planning phase of the audit include the following:

- Attend entrance conferences with the City no later than October 15th.
- Review minutes, review the adopted budget for the upcoming audit year, and determine status of prior year findings and recommendations, and define key audit areas.
- Obtain organizational charts, manuals and programs. Obtain an understanding of the control environment, organizational structure, personnel policies, financial and other management information systems and disaster recovery, through interviews, discussions and walk-throughs from initiation to inclusion in the financial statements.
- Develop a detailed audit plan, including time budgets and schedules.
- Obtain the draft schedule of federal expenditures and state financial assistance and evaluate for major programs and projects to be tested and obtain grant contracts and agreements.
- Perform detailed walk-throughs of certain key internal control processes as appropriate, to properly gain an understanding of the City's key operations and to properly assess control risk and plan internal control, compliance, substantive and Single Audit testing. Perform control and compliance testing as appropriate.
- Obtain correspondence from regulatory agencies, if any.
- Obtain information needed to prepare confirmations and attorney letter requests.
- Obtain all necessary actuarial reports.

SPECIFIC AUDIT APPROACH

PROPOSED SEGMENTATION OF THE ENGAGEMENT (continued)

Planning Phase and Interim Work (continued)

- Perform an initial risk assessment of the City's audit areas based on the understanding that we will obtain of the City's key internal controls and the inherent risks associated with the audit areas.
- Evaluate the system of internal controls, including the control environment, accounting systems and specific control procedures, to assess the extent to which controls can be relied upon to ensure accurate information, compliance with laws and regulations, and provide for efficient and effective operations.
- Evaluate operations to determine if they are properly conducted in accordance with legal and regulatory requirements.

Field Work

The specific procedures to be performed during the field work phase of the audit include the following:

- Prepare working papers to support all major financial statement accounts and disclosures.
- Update the risk assessment analysis for key areas and major funds as well as major program determination for the single audit based on updated financial numbers.
- Complete substantive testing procedures such as analytical procedures and tests of detail.
- Submit proposed audit differences to the City.
- Discuss and resolve findings and recommendations with City management.
- Finalize audit documentation.
- Prepare preliminary audit reports and management comments.
- Prepare all reports for the City.

Post Field Work and Reporting

The specific procedures to be performed during the post field work and reporting phase of the audit include the following:

- Review of audit procedures by our engagement manager, engagement technical review partner and engagement partner-in charge.
- Preliminary and written management comments and recommendations delivered to the City.
- Preparation of the City's CAFR and the CRA's annual financial report.
- Completion of audit and all required reports provided for inclusion in the CAFR.
- Apply financial condition assessment procedures pursuant to Chapter 10.550, Rules of the Auditor General and Florida Statutes 218.503.
- Attend exit conferences with the City by March 5th.
- Finalize and issue audit reports by the required due date.

SPECIFIC AUDIT APPROACH

LEVEL OF STAFF AND NUMBER OF HOURS TO BE ASSIGNED TO EACH PROPOSED SEGMENT OF THE ENGAGEMENT

Team Member					
Partner	Manager	Supervisor	Staff	Clerical	Total
Planning and Interim Work					
7	15	16	18	0	56
Field Work					
2	15	25	142	0	184
Post Field Work and Reporting					
22	30	41	23	6	122
TOTAL HOURS					
31	60	82	183	6	362

SAMPLE SIZE APPROACH AND THE EXTENT TO WHICH SAMPLING TECHNIQUES WILL BE UTILIZED

Our sample sizes are determined based on several factors. The key factors involved in our sampling methodology are directly tied to the associated inherent and control risk of the account or attribute, including materiality, the size and nature of the population of the data to be sampled, and the testing strategy. When we are testing compliance, we use applicable guidance and our professional judgment to determine the extent of our testing. We consider a number of factors in deciding the extent of our tests.

These factors include:

- The requirements from applicable guidance.
- The type of population to be tested; for numerically identified populations we will use a random sample selection, for non-numerically identified populations we will use a haphazard sample selection.
- The attributes to be tested are identified and documented.
- The expected deviation from the compliance requirement.
- The relative importance of the possible errors that could result if the required compliance requirement was not being followed.
- The impact that other testing procedures may have on the sample being tested.

SPECIFIC AUDIT APPROACH

SAMPLE SIZE APPROACH AND THE EXTENT TO WHICH SAMPLING TECHNIQUES WILL BE UTILIZED (continued)

The size of our samples is judgmentally derived and varies depending on the evaluation of the compliance requirement.

For major federal programs and state projects under the federal and state Single Audit acts, we will separate populations into "control groups" (i.e. programs with the same control environment) in order to combine our sampling efforts to the greatest extent possible. We will combine our tests of transactions with our tests of controls for each program or project as possible.

Whenever possible, we will integrate our tests of compliance with our tests of controls. We will plan our test of controls to support a low assessed level of control risk, typically resulting in a sample size of 40 transactions, when sampling is needed, for each direct and material compliance area for each major program and project. Other compliance issues and testing approaches will be determined after we have completed our planning process.

We will use computer generated random number sampling techniques with additional stratification of large populations with a wide range of dollar values whenever we utilize a random sample selection.

EXTENT OF USE OF EDP SOFTWARE IN THE ENGAGEMENT

During the planning phase of the audit, we will determine the extent of which we can efficiently utilize computer-assisted audit techniques ("CAATS") which are audit procedures performed with the aid of Electronic Data Processing ("EDP") software.

CAATS can be used to perform a variety of time consuming detail testing such as: footing files; testing for incomplete data, and sorting files in any order for certain analytical procedures. CAATS can also be used to perform a variety of tests of controls to evaluate either the design or the operating effectiveness of controls, such as:

- Selecting a sample for re-performance or inspection procedures;
- Testing access to critical programs or files; and
- Testing programmed application controls.

We also incorporate testing procedures to look for fraudulent or unusual transactions using various techniques.

During our interim work, we will perform an evaluation of the City's data processing applications and related internal control structure. We will evaluate the complexity of the computer operations, the availability of data and the segregation of functions. We typically use a combination of manual and computer-assisted audit techniques to obtain sufficient, competent audit evidence. We plan to use data extraction or similar software to expedite the testing process. We will use our data processing software in performing our tests as described above.

SPECIFIC AUDIT APPROACH

SAMPLE REQUEST LIST

The below request list is not meant to be all-inclusive. Additional requests may be made if necessary.

- Accounting Policies
- Accounts Payable Aging Report
- Accounts Receivable Aging Report
- Actuarial Reports
- Attorney Confirmations
- Bank Statements and Reconciliations
- Board Meeting Minutes
- Census Data for the OPEB Plan
- Census Data for the Pension Plans
- Chart of Accounts
- Check Register
- Compensated Absences Schedules
- Employee Benefit Policies
- Employee List
- Fixed Assets and Depreciation Schedules
- General Ledger
- Internal Control Processes
- Inventory List
- Investment Statements
- Journal Entries Report
- Lease Agreements
- List of New Entrants to Pension Plans and OPEB Plan
- Long-term Debt Agreements
- Long-term Debt Schedules (including amortization schedules)
- Management's Discussion and Analysis
- Organization Chart
- Original and Final Budget
- Payroll Accrual Calculation
- Pension Plan Ordinances
- Public Deposit Identification and Acknowledgement Form
- Revenue Confirmations
- Schedule of Expenditures of Federal Awards and State Financial Assistance
- Significant Agreements
- Support for Material Fixed Asset Additions
- Trial Balance

SPECIFIC AUDIT APPROACH

USE OF AUDITING SOFTWARE IN THE ENGAGEMENT

Our audits are performed in a paperless, cloudbased environment which allows us to provide and receive information using a secure portal. In addition, we utilize data extraction software for analysis and sampling on large populations of transactions.

Berman Hopkins utilizes Suralink, a workflow management software that includes a dynamic request list with secure file hosting and a streamlined dashboard to deliver a more efficient and organized engagement. At any point in time, the City's staff can log into Suralink and get a real time status update of the audit engagement.

Suralink's dynamic request list is integrated with a secure file hosting system for seamless document-request coordination. All audit requests are in one place, updated in real time, and accessible by the audit team and everyone that the City wishes to have access to the engagement. The streamlined dashboard provides a color-coded bird's eye view of the engagement status by both audit area and by individual requests. The City's staff can set up notifications to receive updates on audit progress at the interval of their choosing. A timeline of the engagement provides a clear audit trail and accountability of all activity in the system.

An audit status report can be exported from Suralink at any given moment.

In addition to having instant access to the audit status, Suralink provides a medium for more effective communication between the City and Berman Hopkins audit staff. Conversations can be contained within each audit request without the need for convoluted e-mails that can cause confusion when multiple subjects are being discussed within a single message chain.

More information about Suralink can be found at www.suralink.com

TYPE AND EXTENT OF ANALYTICAL PROCEDURES TO BE EMPLOYED

The type and extent of analytical procedures to be performed is based on many factors, including risk assessments pertaining to significant accounts and key processes, effectiveness of internal controls, and materiality levels. For significant risks, if controls are ineffective or we choose not to test them, the audit procedures appropriate to address such risks consist of tests of details or a combination of tests of details and substantive analytical procedures that are specifically responsive to the significant risk.

Our first step in performing analytics is to determine the objectives of the procedures (e.g., to obtain substantive audit evidence regarding the completeness of an account or to identify unusual/higher risk items) and to consider whether analytics are appropriate in the circumstances given the audit evidence we need. We will evaluate the reliability of the data that will be utilized in the performance of the analytical procedures. For the purpose of designing our analytics, analytical procedures are grouped into the following techniques:

- Data analysis - analyze each item in the population or data set to identify higher risk items (e.g., unusual items) and unusual patterns within a population or data set (e.g., journal entries, employee vs. vendor data, revenue transactions, accounts receivable detail listing). We typically perform data analysis using electronic tools. These analyses are driven from auditor-defined parameters of acceptable and unacceptable data or from sophisticated electronic tools that have built-in intelligence.

SPECIFIC AUDIT APPROACH

TYPE AND EXTENT OF ANALYTICAL PROCEDURES TO BE EMPLOYED (continued)

- Predictive - calculate amounts for comparison with the City's recorded amounts. Predictive techniques can include complex calculations, such as those performed using regression analysis, as well as relatively simple computational models.
- Ratio/Trend Analysis - analyze financial or non-financial amounts over a period, or at a point in time, to identify significant changes in the City's operations or financial characteristics. These analytical procedures include a variety of analyses, such as financial and operating ratios, trend analysis, and simple comparisons of financial statement amounts between periods.

APPROACH FOR GAINING AND DOCUMENTING AN UNDERSTANDING OF THE CITY'S INTERNAL CONTROLS

We will perform an evaluation and test of the City's internal control structure. This will be accomplished by reviewing and testing the design of the control procedures related to each significant account balance, transaction, and disclosure from initiation to inclusion in the financial statements. We will interview the City's personnel involved in transaction processing and asset control and review written policies and procedure manuals as well as observe the process for compliance with the City's policies and procedures. For areas in which controls appear strong, we will perform tests of these controls in order to determine the level of reliance that can be placed upon them.

Our testing and evaluation of the internal control structure will greatly influence the timing, nature, and extent of the substantive and compliance audit procedures to be performed during the field work phase of our audit.

A solid understanding of the City's system of internal control is the foundation of our audit process. We will evaluate the City's system of internal control to assess the extent it can be relied upon to ensure accurate information, to ensure compliance with laws and regulations and to provide for efficient and effective operations. Our assessment of internal control is concentrated in the following areas:

- Inquiries of appropriate entity personnel regarding the design and/or application of relevant internal control policy or procedure including the classes of transactions to which the policy or procedure applies, how it is applied and by whom, and the dispositions of exceptions detected by the policy or procedure.
- Inspection of documents and/or reports evidencing the design and/or application of the relevant policy or procedure by City personnel; noting how the policy or procedure is applied and by whom; the classes of transactions to which it applies; and the disposition of exceptions detected by the policy or procedure.
- Observation by the auditor of the performance of the relevant policy or procedure by City personnel; noting how the policy or procedure is applied and by whom; the classes of transactions to which it applies; and the disposition of exceptions detected by the policy or procedures.

SPECIFIC AUDIT APPROACH

APPROACH FOR GAINING AND DOCUMENTING AN UNDERSTANDING OF THE CITY'S INTERNAL CONTROLS (continued)

- Re-performance of the application of the policy or procedure by the auditor and comparison between the results obtained by the auditor and the results obtained by the City personnel.

Our audit approach, as noted above, is based on obtaining an understanding of your internal control systems. This understanding, along with testing the significant control areas, will allow us to reduce substantive testing procedures, focus the audit approach to higher risk areas and gain efficiencies that may provide for the enhancement of quality audit recommendations as we audit the City. We will use this understanding to provide feedback in the management letter about opportunities in which you may have to strengthen controls or streamline processes.

APPROACH TO BE TAKEN IN DETERMINING LAWS AND REGULATIONS THAT WILL BE SUBJECT TO AUDIT TEST WORK

A governmental accounting system must make it possible to determine and demonstrate compliance with finance related legal and contractual provisions. Governmental financial operations, like other aspects of their operations and even their very existence, evolve from and are regulated by various legal provisions.

Auditing standards require that our audit be designed to provide reasonable assurance that the City's financial statements are free of material misstatements resulting from noncompliance with laws, regulations, contracts and grants and other matters that have a direct and material effect on the determination of financial statement amounts. We are familiar with Federal and State laws and regulations, including the Rules of the Auditor General and applicable Florida Statutes that apply to cities, and continually review them for updates and changes.

Our approach to determining the laws and regulations to be tested as part of the compliance audit includes the following procedures:

- Review the Florida statutes that are applicable to the City, and determine the ones that could be direct and material.
- Review past compliance findings.
- Obtain any federal or state agency monitoring reports received by the City during the year and the City's evaluation of pending reports.
- Obtain communications with the cognizant agency.
- Review state laws relative to financial, accounting and purchasing matters.
- Review the financial and personnel policies of the City.
- Review accounting and administrative control systems, including general and specific requirements, and design tests of these controls.
- Review bond covenants and test compliance with these covenants, we will also review coding and classification of new issues and debt service, and analyze arbitrage calculations, recalculating as necessary.
- Determine the major federal programs and state projects of the City.

SPECIFIC AUDIT APPROACH

APPROACH TO BE TAKEN IN DETERMINING LAWS AND REGULATIONS THAT WILL BE SUBJECT TO AUDIT TEST WORK (continued)

- For each major Federal Program and State Project, review the Compliance Supplement and grant award agreements to determine direct and material testing procedures.
- For non-major federal and state transactions examined in the course of the audit, review each transaction against a list of specific compliance requirements required of all federal and state financial assistance programs.
- Review the FICPA State and Local Section Compliance Audit Guide.

We will determine whether the City complied with laws, regulations and the provisions of contracts or grant agreements pertaining to Federal awards and State financial assistance that could have a direct and material effect on each major program and project. We will review the compliance requirements for, and internal control over, each major program and project. We will perform testing, as described above, to determine whether the City adhered to the program's compliance requirements and whether we noted any control deficiencies regarding internal control over compliance.

Other compliance issues and testing approaches will be determined after we have completed our planning process.

In addition to the testing for Laws and Regulations, we will be testing Major Federal Programs and State Projects.

Relevant guidance for the federal and state single audits is contained in the Uniform Guidance (and the related compliance supplement) and Chapter 10.550, Rules of the Auditor General and the compliance supplement issued by the Executive Office of the Governor (EOG). The federal and state single audit requirements will be tested together. The overall objective is the issuance of our report on internal control over major federal program and state project compliance and an opinion on compliance with the requirements of the major federal programs and state projects.

We will perform the following procedures to meet the single audit requirements:

- Obtain the schedule of expenditures of federal awards and state financial assistance, and agree reported amounts, by contract, to the underlying accounting records and other reports prepared by the City.
- Ensure the proper identification of program clusters.
- Obtain from the City the reconciliation of the open federal and state grant awards and expenditures reimbursements.
- Obtain the general ledger detail for the major and non-major grant funds and individual cost centers and reconcile to the schedule of expenditures of federal and state financial assistance.
- Perform and document program risk assessments under OMB Uniform Guidance and the Florida Single Audit Act.

SPECIFIC AUDIT APPROACH

APPROACH TO BE TAKEN IN DETERMINING LAWS AND REGULATIONS THAT WILL BE SUBJECT TO AUDIT TEST WORK (continued)

- Identify and document internal control over compliance. Such documentation is generally in the form of process narratives. This step is generally completed as part of the compliance testing.
- Perform tests of the controls identified in the previous step. These tests may be accomplished through transaction sampling, inquiries and observations, and inspection of records. We document these tests in our federal and state program summaries, where each compliance requirement is addressed individually (e.g., eligibility, allowable costs, real property, and special tests and provisions, etc.). Often these tests of controls are performed in conjunction with our compliance tests.
- Perform tests of compliance for each applicable compliance requirement using the suggested procedures outlined in the Uniform Guidance and EOG Compliance Supplements. This includes any special tests and provisions identified by the federal agencies or grant agreements.
- Prepare necessary reports, including the schedule of findings and questioned costs, and discuss significant issues with management.

As discussed previously, we will integrate our tests of compliance with our tests of controls whenever possible. In the past, we have been able to plan our test of controls to support a low expectation of program noncompliance, typically resulting in a sample size of 40 transactions for each major program and project, in each compliance area that is direct and material to the applicable grant award.

APPROACH TO BE TAKEN IN DRAWING AUDIT SAMPLES FOR PURPOSES OF TESTS OF COMPLIANCE

As discussed previously, we will integrate our tests of compliance with our tests of controls whenever possible to reduce sample sizes and burden on City staff. In the past, we have been able to plan our test of controls to support a low expectation of program noncompliance, typically resulting in a sample size of 40 transactions for each major program and project, in each compliance area that is direct and material to the applicable grant award.

LEVEL OF INTERIM WORK

We will perform interim controls testing to mitigate year end fieldwork by obtaining samples that are available before year end and performing controls testing based on the provided samples. After year end, we will assess if there have been any significant changes to the controls tested during the interim period and determine the additional audit evidence needed for the remaining period of time. This will decrease the amount of field work necessary at year end.

OUR APPROACH TO MANAGEMENT LETTERS

Constructive suggestions for improving business processes and internal controls demonstrate the value an audit firm delivers to its clients. Our auditors focus on suggestions that have the greatest likelihood of increased value to our clients.

SPECIFIC AUDIT APPROACH

OUR APPROACH TO MANAGEMENT LETTERS (continued)

For purposes of developing the management letter, we will follow the requirements contained in the Rules of the Auditor General. As such, we will report in writing any significant issues noted during our audit, unless they are clearly inconsequential.

However, in addition to addressing the required disclosures, we have developed an approach for the development of management letter recommendations, which is predicated on the assumption that there will be no surprises at the end of the engagement. To accomplish this, we strive for open communication with City management to ensure we have an accurate understanding of any findings or comments and that any comments noted are meaningful and consequential.

We will notify management of any issues identified during the audit to allow ample time for discussion, further analysis and resolution. It is our practice that all potential issues are communicated to management, and responses evaluated, prior to issuance of the final management letter.

In addition, to meet the Rules of the Auditor General, we apply financial condition assessment procedures at year end. We will provide the results of these procedures to management in the form of a report explaining any unfavorable indicators in the audit exit conference with the City.

IDENTIFICATION OF ANTICIPATED POTENTIAL AUDIT PROBLEMS

Berman Hopkins is not aware of any potential audit problems at this time. However, should we become aware of any, such as resolving a U.S. GAAP issue, we would utilize one or more of the following resources available to us:

- Technical research using computer databases and up-to-date library services in our internal library systems.
- A meeting of Berman Hopkins' Accounting and Auditing Committee and consultation partner team.
- Telephone or written consultation with one or more of the following sources:
 - The Government Accounting Standards Board Technical Inquiries.
 - The American Institute of Certified Public Accountants Technical Information. This service often refers questions to other offices more directly involved in a specific issue.
 - Practitioners Publishing Company. This service provides research and analysis on current issues and technical assistance.
 - PrimeGlobal's Technical Director.
 - The Government Finance Officers' Association.
 - Other large local or national CPA firms with whom we have established professional relationships and are confident they are technically qualified to consult on GAAP issues.

SPECIFIC AUDIT APPROACH

IDENTIFICATION OF ANTICIPATED POTENTIAL AUDIT PROBLEMS (continued)

Once our research is complete, we will discuss the results with City's management to determine any further courses of action, if necessary, in order to reach a mutually agreed solution to the issue.

We never forget that the financial statements are those of the City and management. Our goal is to support management at every opportunity, and we believe that, through communication and mutual agreement, we can both arrive at an acceptable reporting methodology that conforms to the professional standards and public accountability by which we are both bound.

The following are some examples of potential problems and how these would be addressed during the audit.

POTENTIAL PROBLEMS	RESOLUTION
Schedule of Federal and State Expenditures may not be complete as to all programs.	A cross reference will be made with all funds listed in the schedule to final approved budget and minutes during the year.
Major "Act of God" (e.g., hurricane) may interrupt audit process.	In consultation with the Auditor the City will develop an emergency plan for carrying on the audit.
Availability of client personnel.	Schedule interim audit work for the City and avoid performing key audit work during the height of the vacation period for the City staff. Will immediately confirm after being engaged, the vacation schedules for the City's key finance department personnel.
Fatal IT system interruption/failure.	To the extent possible we will work with City's IT personnel to ensure integrity of reconstructed data. As part of risk our assessment we would review City's backup plan.
Understanding of GASB Statements and Implementation.	We will meet with City representative to discuss upcoming standards and their implementation prior to the commencement of the audit.

NONCOMPLIANCE WITH PROPOSAL SPECIFICATIONS

We are not aware of any noncompliance with any of the Request for Proposals' specifications.

FEE PROPOSAL



RFP #2020-FIN-002

FINANCIAL AUDITING SERVICES COST PROPOSAL

Amounts include all direct (labor, travel, incidentals, etc.) and indirect costs. The Proposer agrees that if the proposal is accepted, the fees will not increase over the agreed upon contractual amount for the entire contract term. Any changes in accounting principles, or state or federal laws, rules and requirements associated with the annual financial report, requiring additional work shall be pre-approved by the City by way of a Change Order

Audit Period Ending	Total Projected Hours for Total Financial Audit	Fire Pension Audit (as part of Financial Audit)	Police Pension Audit (as part of Financial Audit)	Total Financial Audit & reporting including Fire & Police Pension	CRA separate Audit	Single Audit, if required
September 30, 2020	302	\$8,000	\$8,000	\$52,000	\$8,000	\$6,000
September 30, 2021	302	\$8,250	\$8,250	\$53,750	\$8,250	\$6,200
September 30, 2022	302	\$8,500	\$8,500	\$55,500	\$8,500	\$6,400
September 30, 2023	302	\$8,750	\$8,750	\$57,250	\$8,750	\$6,600
September 30, 2024	302	\$9,000	\$9,000	\$59,000	\$9,000	\$6,800

Attach separate sheet for the cost proposal items above that shows rates by Partner, Specialist, Supervisory and Staff Level Time and Hours Anticipated for Each level.

The City may from time to time request other professional services not related to the audit, such as special reports, official statements, bond covenant compliance, bond issues, rate studies, etc. In the event , additional professional services are requested please, also provide a separate schedule of the staff level and range of rates for each level for other professional services.

FEE PROPOSAL

COST PROPOSAL

Berman Hopkins will provide Auditing Services for the City of Holly Hill for fiscal years 2020 through 2024, with renewal options thereafter to be negotiated. The fees for each fiscal year will not exceed the following amounts, which includes all costs for travel, lodging and any out of pocket expenses.

Below are the total all-inclusive maximum annual fees for the audit of the City (including the pension plans) and the audit of the CRA. It does not include the Single Audit, if required.

Audit Period Ending September 30, 2020

Level	Rate	Hours		
Partner	\$ 330	31	\$ 10,230.00	
Manager	\$ 260	60	\$ 15,600.00	
Supervisor	\$ 255	82	\$ 20,910.00	
Staff	\$ 175	183	\$ 32,025.00	
Admin	\$ 125	6	\$ 750.00	
			<u>\$ 79,515.00</u>	Total Before Discount
			<u>\$ (19,515)</u>	Discount
			<u>\$ 60,000.00</u>	Total All Inclusive Fee for the Fiscal Year

Audit Period Ending September 30, 2021

Level	Rate	Hours		
Partner	\$ 330	31	\$ 10,230.00	
Manager	\$ 260	60	\$ 15,600.00	
Supervisor	\$ 255	82	\$ 20,910.00	
Staff	\$ 175	183	\$ 32,025.00	
Admin	\$ 125	6	\$ 750.00	
			<u>\$ 79,515.00</u>	Total Before Discount
			<u>\$ (17,515)</u>	Discount
			<u>\$ 62,000.00</u>	Total All Inclusive Fee for the Fiscal Year

FEE PROPOSAL

COST PROPOSAL (continued)

Audit Period Ending September 30, 2022

Level	Rate	Hours		
Partner	\$ 330	31	\$	10,230.00
Manager	\$ 260	60	\$	15,600.00
Supervisor	\$ 255	82	\$	20,910.00
Staff	\$ 175	183	\$	32,025.00
Admin	\$ 125	6	\$	750.00
			\$	79,515.00
				Total Before Discount
			\$	(15,515)
				Discount
			\$	64,000.00
				Total All Inclusive Fee for the Fiscal Year

Audit Period Ending September 30, 2023

Level	Rate	Hours		
Partner	\$ 330	31	\$	10,230.00
Manager	\$ 260	60	\$	15,600.00
Supervisor	\$ 255	82	\$	20,910.00
Staff	\$ 175	183	\$	32,025.00
Admin	\$ 125	6	\$	750.00
			\$	79,515.00
				Total Before Discount
			\$	(13,515)
				Discount
			\$	66,000.00
				Total All Inclusive Fee for the Fiscal Year

Audit Period Ending September 30, 2024

Level	Rate	Hours		
Partner	\$ 330	31	\$	10,230.00
Manager	\$ 260	60	\$	15,600.00
Supervisor	\$ 255	82	\$	20,910.00
Staff	\$ 175	183	\$	32,025.00
Admin	\$ 125	6	\$	750.00
			\$	79,515.00
				Total Before Discount
			\$	(11,515)
				Discount
			\$	68,000.00
				Total All Inclusive Fee for the Fiscal Year

FEE PROPOSAL

ADDITIONAL SERVICES

The above fee is a fixed fee based on the scope of services requested in the RFP. If additional services are requested, we will reach an agreement regarding the associated fee in advance of the City incurring additional charges.

COST CONTROL

Cost control is an essential part of any engagement. Berman Hopkins achieves this control in part by holding mandatory planning meetings for all personnel involved in the engagement. This allows everyone on our team to become familiar with the City's organizational structure, accounting system, and any other items specific to the City. Additionally, the Manager of the engagement will periodically analyze the progress of the engagement related to the number of hours devoted to that project. Any concerns are immediately communicated and resolved.

PAYMENT SCHEDULE

Invoices will be submitted monthly based on actual hours worked and reasonable and customary out-of-pocket expenses. Payments are due upon receipt of invoice.

ADDITIONAL INFORMATION

INSURANCE CERTIFICATE



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
1/16/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 LRA Insurance 498 S Lake Destiny Dr Orlando FL 32810		CONTACT NAME: Ann Nallen PHONE (A/C No. Em): (407) 838-3445 FAX (A/C No.): (407) 838-3460 E-MAIL ADDRESS: anallen@lrainsurance.com															
INSURED Berman Hopkins Wright & Laham CPA's and Associates, LLP 6035 Spyglass Hill Rd Viera FL 32940		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Main Street America (MGA)</td> <td>29939</td> </tr> <tr> <td>INSURER B: RetailFirst Insurance Company</td> <td>10700</td> </tr> <tr> <td>INSURER C: The Hanover Insurance Company</td> <td>22292</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: Main Street America (MGA)	29939	INSURER B: RetailFirst Insurance Company	10700	INSURER C: The Hanover Insurance Company	22292	INSURER D:		INSURER E:		INSURER F:	
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INSURER B: RetailFirst Insurance Company	10700																
INSURER C: The Hanover Insurance Company	22292																
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: 20/21

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.

TYPE OF INSURANCE	ADDL INSD	SUBR INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GENL AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			8803806P	1/26/2020	1/26/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ PRODUCTS - COMPOPOAGG \$ 2,000,000 Employee Benefits \$ 1,000,000
AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ Hired AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			8803806P	1/26/2020	1/26/2021	COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED \$ RETENTION \$			CO03806P	1/26/2020	1/26/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ \$ ☒ PER EXCLUDE ☐ OTHER
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	0520-10011	1/1/2020	1/1/2021	☒ EL EACH ACCIDENT \$ 1,000,000 ☒ EL DISEASE - EACH EMPLOYEE \$ 1,000,000 ☒ EL DISEASE - POLICY LIMIT \$ 1,000,000
Professional Liability			LAB099703200	11/11/2019	11/11/2020	Each Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Evidence of Coverage

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

Robert Adamson/ANN

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 ACORD 25 (2014/01)
 INS025 (2014/01)

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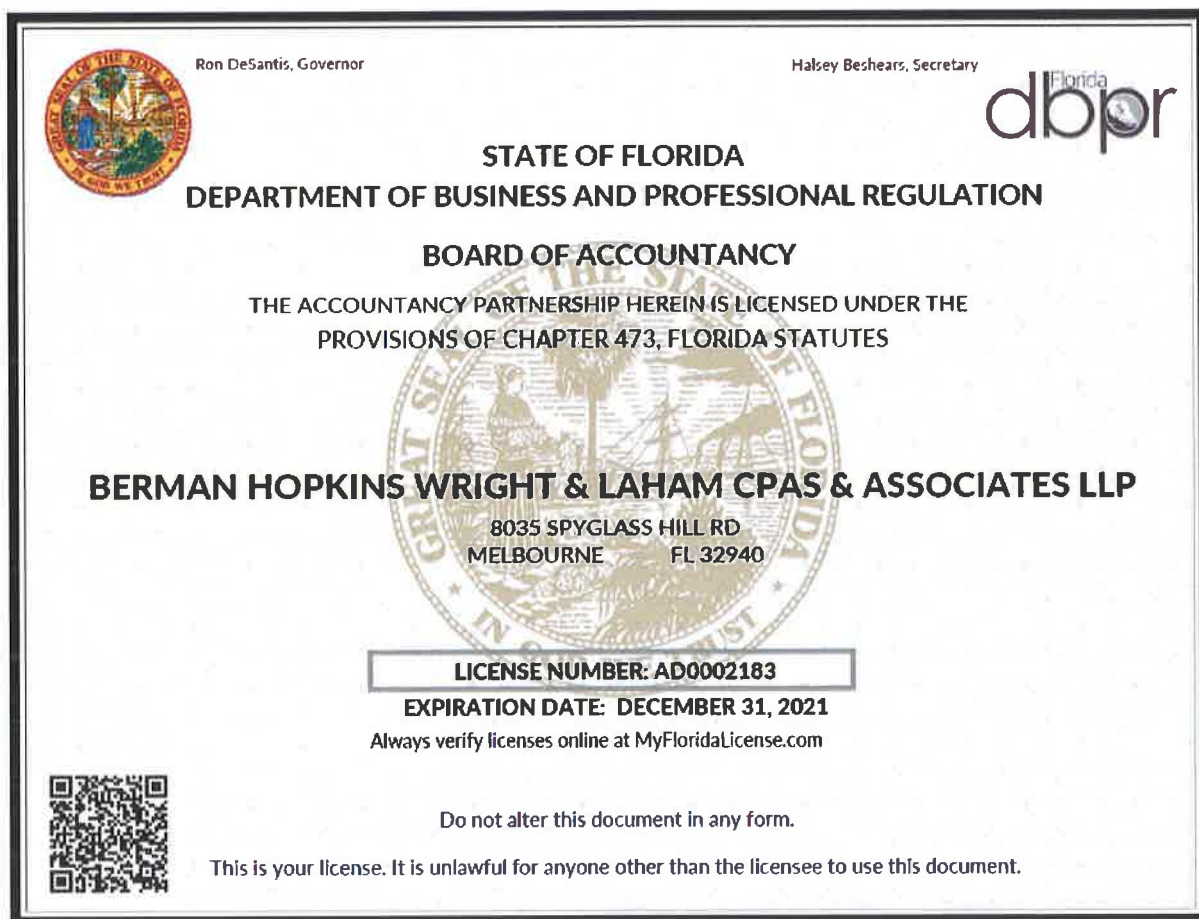
ADDITIONAL INFORMATION

WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS

All working papers and reports will be retained by the firm for a minimum of five (5) years, unless the firm is notified by the City to extend the retention period. We will make the working papers available, upon request, to the following parties or their designees as follows, the City, auditors or entities of which the City is a sub recipient of grant funds and other federal or state agencies as necessary. In addition, we will respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers.

LICENSE TO PRACTICE

Below is a copy of our firm license in the State of Florida. There have been no suspension or expulsions by the regulatory agencies of Berman Hopkins or any of its personnel in the last 10 years.



Attachment: RFP 2020-FIN-002-Berman Hopkins (3022 : Auditor Selection)

ATTACHMENTS

**CITY OF HOLLY HILL, FLORIDA
REQUEST FOR PROPOSALS
ANNUAL INDEPENDENT AUDIT SERVICES
RFP NO. 2020-FIN-002**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

City Clerk, City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

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

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

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

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

<u>Addendum Date</u>	<u>Addendum Number</u>
<u>7/13/2020</u>	<u>No.1</u>
<u>7/17/2020</u>	<u>No.2</u>

Receipt of all of which is hereby acknowledged.

This Proposal 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; PROPOSER has not directly or indirectly induced or solicited any other Submitter to submit a false or sham Submittal; PROPOSER has not solicited or induced any person, firm or a corporation to refrain from bidding; and PROPOSER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.



**ADDENDUM NUMBER 1
RFP 20-FIN-02
ANNUAL INDEPENDENT AUDIT SERVICES
CITY OF HOLLY HILL**

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 20-FIN-02** for the above request for **ANNUAL AUDIT SERVICES** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids **MUST** be submitted or your bid may be declared Non-Responsive.

A Financial Auditing Services cost proposal form has been attached to this addendum for submission of your proposal. This form must be completed and submitted with your response to this Request for Proposal.

QUESTIONS AND ANSWERS

Q1. Have there been any major changes in the accounting team or internal controls of the City during F/Y 2020? Are any changes expected?

A 1. There have been 3 new staff members join the Finance team: Accounts Payable Clerk II, Finance Clerk II, and a Finance clerk/Cashier. There have been no major changes of internal controls.

Q2. Have there been any new significant transactions that have occurred during F/Y 2020 as compared to F/Y 2019?

A 2. No

Q3. Approximately when does the City receive the OPEB actuarial report? Same question for the Police Officers' and Fire System Plans?

A 3. OPEB report normally received in November following fiscal year end. Police and Fire actuary reports received February following the fiscal year for future valuations.

Q4. What were the audit fees paid for the last three fiscal years' audits? Did the audit firm provide any additional services during those years? If so, what services were provided and what were the fees charged?

A 4. Fiscal year 2019 \$58,750 (including Police & Fire Pension). No single audit was required for FY 2019. Fiscal year 2018 \$57,272 (including Police & Fire Pension). No single audit required was required for FY 2018. Fiscal year 2017 \$50,780 (Included single audit which cost \$3,678). Fire & Police pension audits were performed separately and paid by the respective pension plans.

Q5. What constitutes Local Vendor Preference?

A5. As defined in Resolution 2018-30, Purchasing Policy Section K Policy 2.44: "A local vendor would be interpreted as a bidder, which as of the date of the bid opening, has a valid Business Tax Receipt (BTR) issued by the City of Holly Hill to do business in the City of Holly Hill which authorizes the vendor to provide the

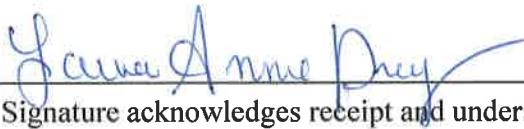
goods, services, or construction to be purchased and has a physical address located within the limits of Holly Hill from which the vendor operates or performs business. A Post Office Box cannot be used to establish physical address. A local vender preference of no greater than 5% (Not to exceed \$5,000) of the price submitted by the non-local vender shall be granted with City Commission approval."

Q6. Please provide the audit fees paid for the last five fiscal years. Please separate out the audit fees paid for the single audit (if one was performed).

A6. Please see question 4 above for the last three years. The remaining requested years are as follows: Fiscal year 2016 \$45,932 (No single audit was required). Fiscal year 2015 \$44,864 (no single audit required). Fire & Police pension audits were performed separately and paid by the respective pension plans.

Q7. Please provide the budgeted FY20 audit fees. Please separate out the budgeted fees for the CRA and single audit. Are you expecting a single audit for FY20?

A7. The FY2020 budget includes \$63,500, which includes Police and Fire pension and CRA audit. No single audit requirement is anticipated for FY2020.



Signature acknowledges receipt and understanding of this addendum.

Laura Anne Pray, CPA, Partner

Name/Title

7/20/2020

Date

Attachment: RFP 2020-FIN-002-Berman Hopkins (3022 : Auditor Selection)

**ADDENDUM NUMBER 2
RFP 20-FIN-02
ANNUAL INDEPENDENT AUDIT SERVICES
CITY OF HOLLY HILL**

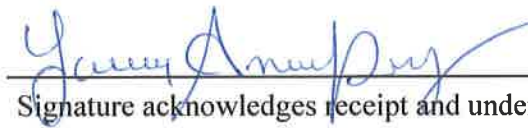
To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 20-FIN-02** for the above request for **ANNUAL AUDIT SERVICES** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids **MUST** be submitted or your bid may be declared Non-Responsive.

QUESTIONS AND ANSWERS

Q1. I was looking at the addendum for Holly Hill audit services and I noted the below regarding fire and police pension audits. I just wanted to confirm that there are not separately issued financial statements and reports for the fire and police pension plans. I did not see anything that indicated that the fire and police pension plans would receive separate independent auditor's reports.

A1. Separate independent audit reports are not required for they Fire and Police pension.



Signature acknowledges receipt and understanding of this addendum.

Laura Anne Pray, CPA, Partner

Name/Title

7/20/2020

Date

RFP 20-FIN-001 ANNUAL INDEPENDENT AUDIT SERVICES

Attachment: RFP 2020-FIN-002-Berman Hopkins (3022 : Auditor Selection)

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

RFP TITLE: **ANNUAL INDEPENDENT AUDIT SERVICES**
 RFP NUMBER: **2020-FIN-002**
 RFP DUE DATE & TIME: **July 22, 2020 at 2:00 P.M.**
 RFP DEADLINE FOR QUESTIONS: **July 15, 2020 at 5:00 P.M.**
 RFP OPENING LOCATION: **Holly Hill City Hall Room 227, 1065 Ridgewood Ave,
 Holly Hill, FL 32117**

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

PROPOSER'S NAME: Berman Hopkins Wright & LaHam, CPAs and Associates, LLP

PROPOSER'S MAILING ADDRESS: _____
8035 Spyglass Hill Road

CITY-STATE-ZIP: Melbourne, FL 32940

F.E.I.N.: 59-1152714

PHONE NUMBER: (321) 757-2020

FAX NUMBER: (321) 242-4844

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

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Proposal and certify that I am authorized to sign this Proposal for the Proposer. In submitting a Proposal to the City of Holly Hill, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Holly Hill 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 Holly Hill. 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)

Laura Anne Pray, CPA

NAME (TYPED)

Partner

TITLE

7/20/2020

DATED

Attachment: RFP 2020-FIN-002-Berman Hopkins (3022 : Auditor Selection)

THIS RESPONSE IS SUBMITTED BY:COMPANY NAME: Berman Hopkins Wright & LaHam, CPA and Associates, LLP

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: 8035 Spyglass Hill RoadMelbourne, FL 32940PHONE NO.: (321) 757-2020FAX NO.: (321) 242-4844PROPOSER'S NAME: Laura Anne Pray, CPA

(Typed or Printed in Ink)

TITLE: PartnerAUTHORIZED SIGNATURE: I,  hereby
(Original signature required on each document)

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

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

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

**CITY OF HOLLY HILL, FLORIDA
REQUEST FOR PROPOSALS
ANNUAL INDEPENDENT AUDIT SERVICES
RFP NO. 2020-FIN-002**

**CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT**

- ☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.
- ☒ The undersigned firm has had no litigation on any project in the last five (5) years.
- ☐ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Berman Hopkins Wright & LaHam , CPAs and Associates, LLP

COMPANY NAME



AUTHORIZED SIGNATURE

Laura Anne Pray, CPA

NAME (PRINT OR TYPE)

Partner

TITLE

7/20/2020

DATE

Attachment: RFP 2020-FIN-002-Berman Hopkins (2022 : Auditor Selection)

**CITY OF HOLLY HILL, FLORIDA
REQUEST FOR PROPOSALS
ANNUAL INDEPENDENT AUDIT SERVICES
RFP NO. 2020-FIN-002**

DRUG-FREE WORKPLACE CERTIFICATION

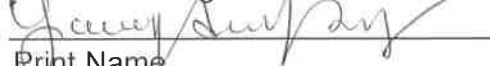
IDENTICAL OR "TIE" SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual 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

Berman Hopkins Wright & LaHam, CPAs and Associates, LLP

Authorized Signature



Print Name

Laura Anne Pray, CPA, Partner

Title

Attachment: RFP 2020-FIN-002-Berman Hopkins (3022 : Auditor Selection)

**ORLANDO**

255 S. ORANGE AVE. #1545
ORLANDO, FL 32801
407-841-8841

MELBOURNE

8035 SPYGLASS HILL RD.
MELBOURNE, FL 32940
321-757-2020

TITUSVILLE

1415 S. WASHINGTON AVE.
TITUSVILLE, FL 32780
321-267-2190



BERMANHOPKINS.COM
#BERMANHOPKINS

CITY HALL

Proposal to provide annual independent audit services City of Holly Hill



800 North Magnolia Avenue
Suite 1300
Orlando, Florida 32803

cbh.com

July 22, 2020

RFP 2020-FIN-002, REQUEST FOR ANNUAL INDEPENDENT AUDIT SERVICES

Prepared by:

Ronald A. Conrad, CPA
Partner

P 407.423.7911

F 407.841.4887

E raconrad@cbh.com

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3. Transmittal Letter

July 22, 2020

Valerie Manning, City Clerk
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

Dear Members of the Selection Committee:

Thank you for the opportunity to submit this proposal to provide annual professional auditing services for the City of Holly Hill (the "City") for the fiscal years ending September 30, 2020 through September 30, 2024. We understand and are committed to performing our audits in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and all other requirements as outlined in the Request For Proposal. We look forward to the opportunity to provide outstanding services and to recognize the City as a premier client of our government practice.

National Profile

Cherry Bekaert is a rapidly growing, nationally recognized accounting firm, with the largest government financial audit practice in the Southeast. Our Government Services Group consists of more than 200 auditors and consultants, providing significant size, structure, resources and capabilities to assure depth of expertise, availability of service and exceptional quality.

Government Experience

Cherry Bekaert audits 32 municipalities, 26 counties and approximately 100 other governmental units in the Southeast United States. Many of these are governments similar to the City, which choose Cherry Bekaert due to the high quality of service we provide, the depth and capabilities of our resources, our national reputation and the size and stability of our firm. In addition to our status as the premier government auditing firm in the Southeast and Florida, we are also the peer reviewer for numerous accounting firms with large government practices.

Unmatched Level of Quality

As a national accounting firm, it is very important to ensure high quality and timely services; the use of leading edge technologies and processes in the conduct of our services; top quality training for our professionals and our clients; active monitoring of standard-setting and regulatory agencies; and active involvement with key professional organizations. Our Government Services Group works together as a unit on a firm-wide basis, sharing ideas and experiences and developing audit and consulting products that are of high value to our clients. All of our work product is subject to multiple levels of detailed reviews to ensure utmost quality. In addition, the expertise and involvement of our information technology services group provides an added benefit to the City.

Engagement Team Expertise

Firm professionals included in our proposed service team have exemplary experience related to technical and regulatory matters. Included are the firm's technical service director for the government industry, serving as the City's engagement partner, the firm's Government Services Group Practice Leader, serving as the City's quality review partner, the firm's regulatory monitor, charged with monitoring regulatory body activity, and the firm's lead information technology systems review partner. These key members are supported by highly trained and experienced professionals, all with significant municipal audit services experience.

Our proposal provides more detail on how we intend to best serve the City, what our credentials are, and how the City will benefit from working with our team. We reaffirm to you our commitment to ensure the City receives timely, quality service delivered by a team of conscientious professionals dedicated to serving your needs within the timeline identified in the Request for Proposal. It would be our privilege to serve the City with unparalleled resources, expertise and priority. This proposal is a firm and irrevocable offer for a minimum of ninety (90) days after the submission date. Please do not hesitate to contact me, as an authorized representative, should you have any questions with respect to this proposal or if I can otherwise be of service.

With best regards,

Cherry Bekaert LLP



Ronald A. Conrad, CPA
Audit Partner

Executive Summary

At Cherry Bekaert, many factors set us apart, but the value of the services we provide relies intrinsically not on *what* services we have to offer the City but, rather, *how* we deliver those services. Key reasons Cherry Bekaert is best positioned to serve the City include the following:

- ▶ Cherry Bekaert is **one of the largest providers of local government financial statement audit services in the Southeast United States**. We understand the City's requirements and have considerable relevant expertise.
- ▶ Cherry Bekaert has **more than 200 professionals serving governmental units**, with a significant concentration in Central Florida. We have ample resources and a strong support group for the City.
- ▶ Our **advanced information technology and automated techniques** provide exceptional ability for remote services, should such services be most beneficial to the City in today's environment.
- ▶ **All proposed client service team members have extensive municipal audit experience, and have the capacity to prioritize the City's needs**. The City will be assigned highly experienced professionals with exceptional expertise and communication skills..
- ▶ Our **proposed engagement partner is our firm-wide government audit technical director**, has served numerous municipalities of similar size and scope of the City, has **17 years of service on the GFOA Certificate of Achievement Committee** for Excellence in Financial Reporting, has 3 years of **service on the AICPA Government Audit Quality Center Executive Committee** and has considerable experience speaking for and serving on committees for the Governmental Accounting Standards Board, the Government Finance Officers Association, the American Institute of Public Accountants, the Florida Institute of Public Accountants, the Florida Government Finance Officers Association and the Florida Association of School Board Officials. He also **authored Deloitte's national book on governmental accounting and auditing developments** for 3 years.
- ▶ Our audit **programs and processes are tailored specifically to Florida municipal governments**, streamlined through years of experience serving Florida municipalities. Our approach is highly automated and focused on proper planning.
- ▶ Our audit approach **includes utilization of our Risk Advisory Group professionals, including cyber security and designated information technology specialists**. With increasing risks associated with information technology, our information technology audit expertise is an important added value to protect assets and information and to assist in achieving efficiencies for the City.
- ▶ Our size, structure and focus on government services provides a **continuing depth of expertise and specialized skills** available to the City.
- ▶ The City will receive **free access to highly acclaimed webinars we provide each year, as well as other training** on pertinent topics as part of our services, without charge.
- ▶ Cherry Bekaert is a long established firm, having provided services for more than 70 years, and is widely recognized for quality services. **We have not only passed all peer reviews but have been selected by many major accounting firms to provide their peer reviews**. Accordingly, our proposed engagement partner and others review and assess the quality of government audit practices for many major accounting firms throughout the United States.
- ▶ Cherry Bekaert will provide a **fresh perspective**, additional resources and capabilities, together with a proven approach, exceptional experience and superior expertise to provide a smooth transition.

4. Technical Proposal

i. Independence

Cherry Bekaert, its partners and employees are independent of the City, its agencies and its component units, as defined by generally accepted auditing standards and *Government Auditing Standards*, Florida Statute 473.315 and Florida Administrative Order 61H1-21.001.

We have not had any professional relationships involving the City or any of its agencies or component units during the past five years.

ii. License to Practice

Cherry Bekaert is licensed under Section 473.3101, Florida Statutes. Our Florida license number issued by the Florida Department of Business & Professional Regulation is AD0010078, a copy of which is located below. All professional staff are also appropriately licensed to practice in the state of Florida.

iii. Conflict of Interest

Cherry Bekaert has not had any professional relationships involving the City or any of its agencies or component units during the past five years. Cherry Bekaert will notify the City should any other relationships arise.

"The teams assigned to Charlotte County have been extremely knowledgeable, possess good communication skills, high energy levels, and work with staff at every step to ensure that we are all accomplishing our goals in a timely fashion. They are very responsive to questions, researching issues where needed to reach a consensus.

The firm ensures that enough team members are assigned to meet timely completion of audit within the applicable deadlines and are very dedicated to the needs of the client throughout the audit process."

Ann Marie Larrivee
Former Chief Finance Control Officer
Charlotte County, Florida

5. Firm Qualifications and Experience

Cherry Bekaert is a rapidly growing accounting firm, national in scope, with audit and tax services complemented by consulting services in the areas of information technology, cyber security, cloud solutions, internal audit, litigation support, valuation, risk assessment and software development, among others. We are ranked among the 25 largest accounting firms in the United States and currently have a personnel complement of over 1,100.

Our 19 offices are located in the states of Florida, Georgia, South Carolina, North Carolina, Virginia, Maryland, Tennessee, Texas and Rhode Island. Florida offices are located in Orlando, Tampa, Ft. Lauderdale and Coral Gables.

Founded in 1947, Cherry Bekaert has provided external financial audit services for more than 70 years. Our clients include not-for-profit organizations, government entities, global corporations and private businesses. While we serve a diverse client base, our primary area of audit services is the public sector.

We are well-established in the Florida business community, with a personnel complement of approximately 220 professionals, and successfully serve government services clients throughout Florida, both directly through audit engagements and indirectly by advising industry standard-setters and participating on industry committees. With Cherry Bekaert, the City will have access to resources and capabilities of a national firm while enjoying benefits of:

- direct partner involvement;
- staff continuity;
- proactive communication;
- responsiveness; and
- tailored, streamlined service plans.

Local Service Commitment

The principal office responsible for the City's audit will be the Orlando office. The Orlando office is staffed with 21 government audit professionals, representing one of the largest government practices in our Firm and an exceptional complement of highly knowledgeable government professionals with extensive government accounting and auditing experience. Our local service professionals are an integral part of the Firm's GSG and will be supported by top government professionals throughout the Firm.

1100+
Associates Firmwide

140+
Partners
& Principals

70 Years in
Business



\$200M+
Annual Revenue

Ranked as a Top
Accounting Firm
Across the U.S. **25**

9 States
& Washington, D.C.
Serving Clients
Across the U.S. &
Internationally

Founding Member of Baker Tilly International
The **8th Largest Accountancy and
Business Advisory Network** in the World
Represented by **796 Offices** in **147 Countries**
Combined Revenue of **\$3.4 Billion**
33,600 Staff Worldwide

Government Auditing Experience

Cherry Bekaert serves the government sector through the resources and talent of the Government Services Group (GSG). Comprised of over 200 individuals with extensive knowledge of the methods and techniques applicable to government auditing, the GSG is responsible for seamless service delivery, quality control and continuing education for government engagements throughout the Firm. The GSG's sustained growth and extensive experience both demonstrate Cherry Bekaert's commitment to the public sector.

Cherry Bekaert's commitment to providing public sector audit and advisory services is further evident in the over 150 local governments, authorities and public agencies we serve throughout the Southeast. As a result of this experience, we have extensive understanding of relevant accounting and auditing matters applicable to local government, along with the Uniform Grant Guidance and Florida audit requirements. We have extensive experience auditing basic financial statements for many local governments in accordance with *Government Accounting Standards*. In addition to financial statement audits, services of primary interest to the City may be those in support of bond offerings, performance audits, agreed-upon procedures, internal control reviews, information technology reviews, cyber security reviews, and strategic management services.

Cherry Bekaert understands that today's government managers face distinct challenges from all directions, as constituents require more services, more efficiently, at high levels of quality but within decreasing revenue streams and budgets—in essence, more for less. As such, our GSG focuses on these areas of need specific to state and local governments—everything from financial statement and related compliance audits to performance and operational audits—to help our clients manage effectively.



150+
Government Clients

200+
Employees



Dedicated to Serving
Our Government Clients

110,000+
Hours Annually

of Audit Service to Our Government Clients

Billions of Dollars
of Federal Grants Audited Annually

Attachment: Holly Hill 2020 Proposal - FINAL-Cherry Bekaert (2022 : Auditor Selection)

Government Employee Benefit Plan Experience

Cherry Bekaert has audited employee benefit plans for most of its 73 years of existence, and this experience will be used to help you take advantage of every opportunity to succeed. Over the past several decades, changes in the regulatory environment and the profession have significantly impacted the audits of employee benefit plans. As a result, Cherry Bekaert recognized that employee benefit plan audits were different from other audits and created its Employee Benefit Plan Audit Group.

A hallmark of this group is its dedication to employee benefit plan audit clients. Cherry Bekaert currently audits over 300 benefit plans, including many government pension plan, with more than 75 employee benefit plans out of our Florida Practice. This is an important business segment for the Firm and we strive to continue to forge relationships with organizations like the Plan.

Cherry Bekaert also provides employee benefit plan administration services to a number of plans where we do not provide attestation services to the plan or plan sponsor. This gives our audit professionals access to individuals who perform plan administration should we have administration-related questions.

Our dedication to our Employee Benefit Plan Audit practice enables us to maximize our service and efficiency to our employee benefit plan clients.

"The results of the audit exceeded our expectations. The transition from the prior auditors to Cherry Bekaert was very smooth with no disruption to our normal work flow."

Ed Fry, Finance Director
City of Port St. Lucie, FL

Single Audit Experience

The Cherry Bekaert Central Florida Practice provides grant compliance services to clients with cumulative grant expenditures of nearly a billion dollars, making Cherry Bekaert the largest audit provider of Single Audit services in Central Florida. Accordingly, all the professionals we will devote to your audit have considerable depth of expertise in auditing expenditures of federal and state awards.

As an office and as a firm, our services are very much focused on grant compliance requirements. This entails documenting our understanding of grant controls over compliance, ensuring we have the latest federal or state guidance associated with Single Audit requirements, testing grant compliance and related controls, and communicating the results of our tests. We often communicate with federal and state agencies during our planning process to ensure we have their most recent regulatory requirements and to ensure we are familiar with any communications or audits they have conducted in association with our clients that may influence the extent and nature of our procedures.

Ron Conrad, our proposed engagement partner, recently served for 3 years as a member of the AICPA Government Audit Quality Center Executive Committee, responsible for monitoring Single Audit developments for the profession.



Experience with the GFOA Certificate of Achievement for Excellence in Financial Reporting

Over the years, Cherry Bekaert has assisted in preparing many Comprehensive Annual Financial Report (CAFR) and applying for and receiving the GFOA Certificate of Achievement for Excellence in Financial Reporting.

The Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting is a mark of financial accountability and quality reporting. We will assist you in any way **necessary to help you to receive this award every year. Cherry Bekaert has extensive experience in assisting with the preparation of and the review of the statements and related information for submission to the GFOA for this award, with approximately 60 current clients that receive the award. Ron Conrad, our proposed engagement partner, has served on the Certificate Review Committee for 17 years, and GFOA Certificate clients he has served have had a 100% pass rate throughout his career.**

Peer Reviews

Cherry Bekaert has passed, without exception, 13 consecutive peer reviews conducted under the auspices of the AICPA. A copy of our most recent peer review report as well as the acceptance letter from the AICPA is included as [Appendix B](#). The review included a number of specific government engagements.

The Firm is a member of the AICPA's SEC Practice Section and Private Companies Practice Section (PCPS) of the Division for CPA Firms and practices under the AICPA-recognized quality control program. Selected Firm professionals, including Ron Conrad and John Gilberto, are approved by the AICPA to perform peer review, quality assurance review and consulting review of other CPA firms' quality assurance programs. We are registered with the PCAOB.

Firm leaders and partners in charge of industry practice areas maintain vital links to policy-making bodies in public accounting. Our personnel committee assignments and industry associations include:

- ▶ Accounting Standards Executive Committee
- ▶ AICPA Professional Ethics Committee
- ▶ AICPA Auditing Standards Board
- ▶ AICPA Accounting and Review Services Committee
- ▶ The President's Council on Integrity and Efficiency and its Standards Subcommittee
- ▶ AICPA Technical Issues Committee, Private Companies Practice Section
- ▶ AICPA Tax Division and its Individual Taxation Subcommittee
- ▶ AICPA SEC Practice Section Executive Committee
- ▶ AICPA Accounting Practice Committee

Cherry Bekaert was able to plan their fieldwork to ensure everything was delivered timely. They provided us regular updates and were always willing to meet with us.

Pam Radloff
Finance Director
Monroe County, Florida

Overall Government Experience by Client – Similar Projects

Cherry Bekaert takes great pride in providing outstanding client service. Following is a list of firm-wide government clients served this past year, with Florida government entities identified in bold font.

Government Clients		
Cities and Towns		
▶ City of Charlotte, NC	▶ City of High Point, NC	▶ City of Vero Beach, FL
▶ City of Chesapeake, VA	▶ City of Lake Wales, FL	▶ City of Virginia Beach, VA
▶ City of Clearwater, FL	▶ City of Newport News, VA	▶ City of Winston-Salem, NC
▶ City of Dunham, NC	▶ City of North Augusta, SC	▶ Town of Ayden, NC
▶ City of Fairfax, VA	▶ City of Pinellas Park, FL	▶ Town of Cary, NC
▶ City of Fayetteville, NC	▶ City of Poquoson, VA	▶ Town of Eatonville, FL
▶ City of Greenville, NC	▶ City of Portsmouth, VA	▶ Town of Fuquay-Varina, NC
▶ City of Greensboro, NC	▶ City of Raleigh, NC	▶ Town of Lillington, NC
▶ City of Hampton, VA	▶ City of Reidsville, NC	▶ Town of Morven, NC
▶ City of Harlem, GA	▶ City of St. Petersburg, FL	▶ Town of Smithfield, NC
	▶ City of Suffolk VA	▶ Town of Stanley, NC
Counties		
▶ Augusta-Richmond County Consolidated Government, GA	▶ Durham County, NC	▶ Pickens County, SC
▶ Beaufort County, GA	▶ Fairfax County, VA	▶ Prince William County, VA
▶ Brevard County, FL	▶ Guilford County, NC	▶ Richland County, SC
▶ Charlotte County, FL	▶ Henrico County, VA	▶ Randolph County, NC
▶ Columbia County, GA	▶ Loudoun County, VA	▶ Spotsylvania County, VA
▶ County of Arlington, VA	▶ Mecklenburg County, NC	▶ Stafford County, VA
▶ County of Hanover, VA	▶ Monroe County, FL	▶ Tyrrell County, VA
▶ Cumberland County, NC	▶ New Hanover County, NC	▶ Union County, NC
	▶ Orange County, FL	▶ York County, VA
School Districts		
▶ Arlington County, VA	▶ Hampton, VA	▶ Richmond, VA
▶ Asheboro City Board of Education, NC	▶ Hanover, VA	▶ Sarasota County, FL
▶ Atlanta Public Schools, GA	▶ Henrico County, VA	▶ Spartanburg County School District, SC
▶ Chesapeake, VA	▶ Loudon County, VA	▶ Spotsylvania County, VA
▶ Chesterfield County, VA	▶ New Hanover County, NC	▶ St. Johns County, FL
▶ Collier County, FL	▶ Newport News, VA	▶ St. Lucie County, FL
▶ Cumberland County Board of Education, NC	▶ Orange County, FL	▶ Stafford, VA
▶ DeKalb County School District, GA	▶ Polk County, FL	▶ Suffolk, VA
▶ Duval County, FL	▶ Poquoson, VA	▶ Volusia County, FL
▶ Fairfax, VA	▶ Portsmouth, VA	▶ York County, VA
	▶ Prince William County, VA	

Proposal for City of Holly Hill

Authorities, Commissions and Agencies

- | | | |
|---|---|--|
| ▶ Atlanta Workforce Development Agency | ▶ Hampton Roads Sanitation District, VA | ▶ Piedmont Triad Regional Water Authority, NC RDU Airport Authority, NC |
| ▶ Augusta Canal Authority, GA | ▶ Handy Sanitary Water Authority, NC | ▶ Portsmouth Economic Development Authority, VA |
| ▶ Burke County Hospital Authority, GA | ▶ Henrico Economic Development Authority | ▶ Portsmouth Port and Industrial Commission, VA |
| ▶ Central Florida Regional Transit Authority (LYNX) | ▶ Hillsborough Transit Authority International Drive Master Transit and Improvement District | ▶ Renewable Water Resources, SC |
| ▶ Chesapeake Economic Development Authority, VA | ▶ Juvenile Welfare Board, FL | ▶ Richmond Metropolitan Transportation Authority, VA |
| ▶ Cleveland County Water, NC | ▶ McDuffie County Hospital Authority, GA | ▶ Santee Cooper, SC (electric generation, transmission and distribution) |
| ▶ Centralina Council of Governments | ▶ Metropolitan Washington Airports Authority | ▶ Spartanburg County Public Library, SC |
| ▶ Economic Development Authority of Henrico County, VA | ▶ Miami International Airport | ▶ State of Florida Agency for Health Care Administration |
| ▶ Economic Development Authority of York County, VA | ▶ Newport News Economic and Industrial Development Authorities, VA | ▶ Suffolk Economic Development Authority, VA |
| ▶ Economic and Industrial Development Authorities of the City of Newport News, VA | ▶ Newport News Industrial Development Authority, VA | ▶ Tampa Bay Estuary Program, FL |
| ▶ Enterprise Florida, Inc. and affiliates | ▶ Norfolk Airport Authority, VA | ▶ Tampa Bay Regional Planning Council |
| ▶ Florida Development Finance Corporation | ▶ North Carolina Educational Lottery | ▶ Transportation District Commission of Hampton Roads, VA |
| ▶ Fulton-Dekalb Hospital Authority, GA | ▶ North Carolina Finance Agricultural Authority | ▶ University of South Florida Foundation |
| ▶ Georgia Department of Labor | ▶ North Carolina Turnpike Authority | ▶ Virginia Peninsula Public Service Authority, VA |
| ▶ Greenville-Spartanburg Airport Commission | ▶ Orange County Educational Facilities Authority | ▶ Western Tidewater Water Authority |
| ▶ Greer Commission of Public Works, SC | ▶ Orange County Health Facilities Authority | |
| ▶ Hampton Economic Development Authority, VA | ▶ Orange County Library District | |
| ▶ Hampton Roads Transit, VA | ▶ Piedmont Municipal Power Agency, SC | |

Florida Government Pension Plans

- | | | |
|---|---|---|
| ▶ ATU Local 1577 Pension Plan | ▶ Palm Beach Gardens Police Officers' Pension Fund | ▶ Sarasota Firefighters Insurance Trust Fund |
| ▶ ATU Local 1596 Pension Plan | ▶ Retirement System for the General Employees of the Utility Board of the City of Key West | ▶ Sunrise Firefighters Retirement Plan |
| ▶ Boynton Beach General Employees' Retirement Fund | | |

"Throughout the auditing process, Cherry Bekaert staff was very professional and responsive to the District. There were no issues with service or audit completion. All levels of personnel were made available for questions or to attend meetings, including the final board presentation."

Bertie Trawick
Director, Finance Department
Volusia County Schools

Desk Reviews and Disciplinary Action

As a major provider of government auditing services, Cherry Bekaert has been periodically subjected to federal or state desk reviews or field reviews of audits during the past three years. The Orlando office has had a routine federal on-site field review during this three year period. The results of such reviews have been very positive, with “pass” results on every occasion and no disciplinary action was taken or is pending against the firm during the past three years.

Litigation

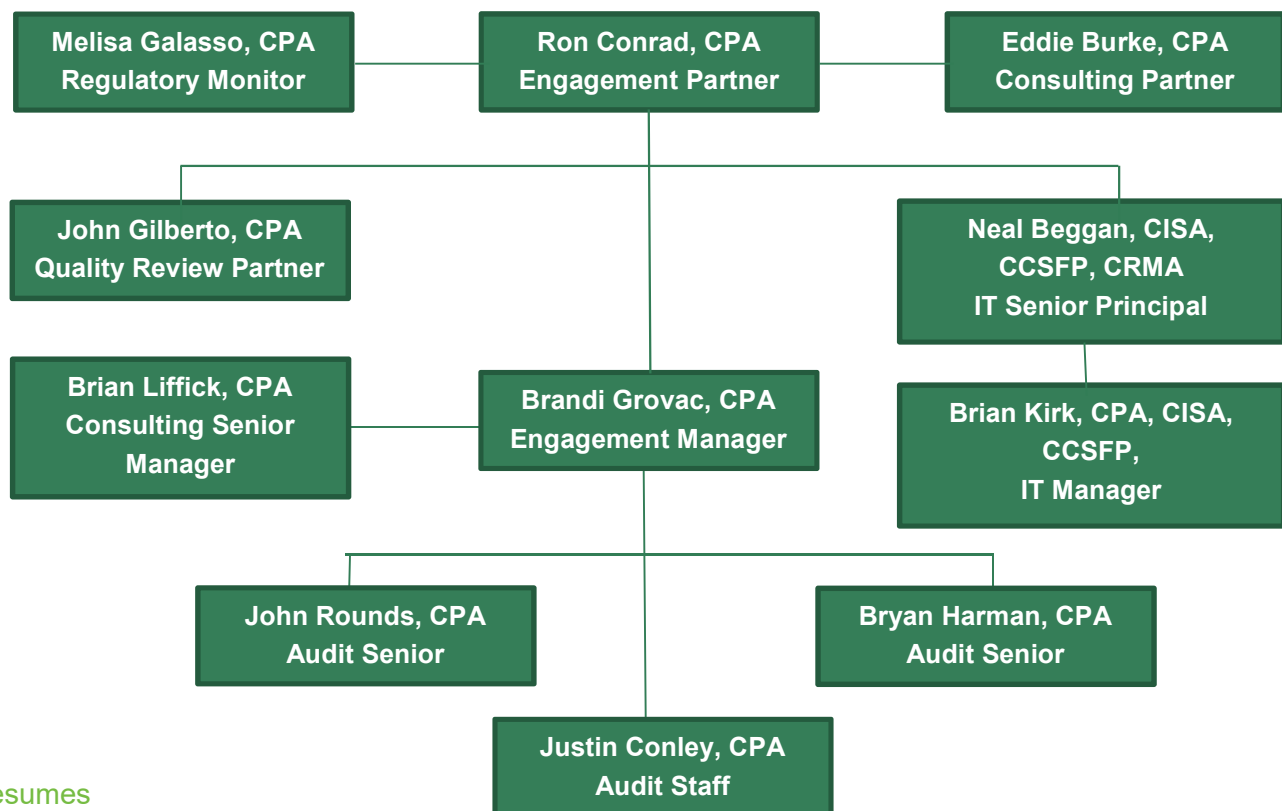
At Cherry Bekaert, we distinguish ourselves by the quality of the work we perform. There has been no regulatory action filed against the Firm in the last three years. As a large professional services firm, Cherry Bekaert is subject to occasional disagreements that can result in litigation. However, the Firm has been subject to very few such incidents. We currently have no litigation pending that will adversely affect our ability to serve the City. There have been 7 litigation filings against Cherry Bekaert during the past 3 years - Case No. 17-01164(BAH), U.S. District Court, District of Columbia, dismissed with prejudice; Case No. 3:17cv718, U.S. District Court, Eastern District of VA, dismissed by court; Case No. 2017-CP-32-04509, Court of Common Pleas, Lexington, County, SC, dismissed by plaintiff, Case No. 2018-007590-CA-01 (CA 15), Miami Dade Circuit Court, dismissed by plaintiff; Case No. 2018-5213-CA(43), Miami Dade Circuit Court, in discovery stage regarding tax matters; Case No. 19-CV-1022, U.S. District Court, Northern District of GA, amended complaint to be filed by 2020 regarding Securities and Exchange Commission matters; and Case No. 3:17-cv-00718-JAG, Circuit Court for the City of Richmond, VA, pending litigation not involving Cherry Bekaert.

The Cherry Bekaert staff is professional and knowledgeable. The team assigned to the City's audit works efficiently to complete the audit and CAFR while also respecting the ongoing operational demands on the City's small finance department staff. They leverage the latest technology for audit planning and management and are committed to a quality CAFR, which is well presented and accurate.

Cindy Lawson, Finance Director
City of Vero Beach, FL

i. Partner, Supervisory and Staff Qualifications and Experience

The following organizational chart identifies all personnel proposed to work on the City's audit. Throughout the years, the Cherry Bekaert Orlando practice has enjoyed a relatively high personnel retention rate; however if personnel needs to be changed we will let the City know. Our engagement partner, managers and seniors are all located in the Orlando office and are expected to be the City's primary points of contact. We affirm that all proposed staff have sufficient availability during the City's audit months to perform the engagement. Our engagement partner is also authorized to represent and commit the firm to a contract with the City. His contact information is included on the cover page of this proposal. As per the below, there will be 3 Partners, a Regulatory Monitor, 2 IT personnel, 3 Managers, 2 Seniors and 1 Staff assigned to the City. All professionals listed below will be on a full-time basis.



Resumes

Resumes for our proposed engagement team are provided on the following pages. Cherry Bekaert, its partners and all assigned professional staff in this proposal are appropriately licensed to perform the auditing services required by the City as provided in the applicable laws of the State of Florida.



Ronald A. Conrad, CPA

Engagement Partner

Ron is a Certified Public Accountant with over 36 years of public accounting experience. Ron previously, for 3 years, authored Deloitte's national book on public sector accounting and auditing developments. He has served more than 40 government organizations throughout Florida and provides quality review and consulting services on technical matters for our government clients throughout the firm.

In addition to his client service responsibilities, Ron is the Firm's technical service director for the government industry, is a frequent speaker on government industry matters, has served for 17 years as a reviewer for the GFOA Certificate of Achievement for Excellence program and served for 3 years on the Executive Committee for the AICPA Government Audit Quality Center.

Ron has more than 40 hours each year of relevant continuing professional education during the last three years, including the continuing education required by *Government Auditing Standards*.

Education

- ▶ B.A., Iowa Wesleyan College

Relevant Experience

- ▶ City of Clearwater, FL
- ▶ City of Ft. Myers, FL
- ▶ City of Haines City, FL
- ▶ City of Lake Wales, FL
- ▶ City of Maitland, FL
- ▶ City of North Port, FL
- ▶ City of Port St. Lucie, FL
- ▶ City of Sanford, FL
- ▶ City of South Miami, FL
- ▶ City of Stuart, FL
- ▶ City of St. Petersburg, FL
- ▶ City of Titusville, FL
- ▶ City of Vero Beach, FL
- ▶ City of Winter Park, FL
- ▶ City of Winter Springs, FL
- ▶ Town of Eatonville, FL
- ▶ Bevard County, FL
- ▶ Charlotte County, FL
- ▶ Hillsborough County, FL
- ▶ Lee County, FL
- ▶ Martin County, FL
- ▶ Monroe County, FL
- ▶ Orange County, FL
- ▶ Sarasota County, FL

Professional Involvement

- ▶ American Institute of Certified Public Accountants
- ▶ Florida Institute of Certified Public Accountants
- ▶ Government Finance Officers Association
- ▶ Florida Government Finance Officers Association



Eddie T. Burke, CPA

Consulting Partner

Eddie is a Certified Public Accountant with over 35 years of experience in public accounting. Eddie has provided a variety of audit and accounting services to all sizes of governments including: many types of financial statement audits and attestation services, fraud investigations, internal control analysis, accounting policy and procedure development, contract internal auditing and internal monitoring, developing management anti-fraud programs and controls, quality assurance reviews, training, and assisting clients with obtaining the GFOA Certificate of Achievement for Excellence in Financial Reporting.

Eddie has more than 40 hours each year of relevant continuing education during the last three years, including the continuing education required by *Government Auditing Standards*.

Education

- ▶ B.A., Bon University

Relevant Experience

- ▶ City of Asheville, NC
- ▶ City of Charlotte, NC
- ▶ City of Durham, NC
- ▶ City of Fayetteville, NC
- ▶ City of Ft Myers, FL
- ▶ City of High Point, NC
- ▶ City of Portsmouth, VA
- ▶ City of Raleigh, NC
- ▶ City of Richmond, VA
- ▶ City of Suffolk, VA
- ▶ Monroe County, FL
- ▶ Sarasota Airport, FL
- ▶ Sarasota School Board Internal Accounts, FL
- ▶ Cumberland County, NC
- ▶ Durham County, NC
- ▶ Forsyth County, NC
- ▶ Guilford County, NC
- ▶ Mecklenburg County, NC
- ▶ Town of Cary, NC
- ▶ Town of Holly Springs, NC
- ▶ Town of Fuquay-Varina, NC
- ▶ Town of Wake Forest, NC

Professional Involvement

- ▶ American Institute of Certified Public Accountants
- ▶ Florida Institute of Certified Public Accountants
- ▶ Government Finance Officers Association
- ▶ Florida Government Finance Officers Association



John J. Gilberto, CPA

Quality Review Partner

John has over 25 years of public accounting experience providing audit and accounting services for state and local government entities and is the Director of Cherry Bekaert's Government Services Group. He is currently the engagement partner for many notable government organizations. As the Director of our Government Services Group, John is also actively involved with our client services firm-wide.

John has authored government industry articles and is a frequent speaker and instructor at industry conferences. He has been a member of the AICPA state and local government expert panel and FGFOA technical resource committee. He is currently a member of the AICPA Governmental Accounting and Auditing Update Committee (GAAC).

John has more than 40 hours each year of relevant continuing professional education during the last three years, including the continuing education required by *Government Auditing Standards*.

Education

- ▶ B.A., Guilford College
- ▶ M.B.A., University of North Carolina

Relevant Experience

- ▶ City of Clearwater, FL
- ▶ City of Pinellas Park, FL
- ▶ City of St. Petersburg, FL
- ▶ City of Durham, NC
- ▶ City of High Point, NC
- ▶ City of Jacksonville, NC
- ▶ City of Kinston, NC
- ▶ City of Norfolk, VA
- ▶ City of Sanford, NC
- ▶ Brevard County, FL
- ▶ Charlotte County, FL
- ▶ Fairfax County, VA
- ▶ Hillsborough County, FL
- ▶ Lee County, FL
- ▶ Mecklenburg County, NC
- ▶ Orange County, FL
- ▶ Prince William County, VA
- ▶ Hillsborough Area Rapid Transit
- ▶ Miami-Dade Aviation Department, FL
- ▶ Onslow, Orange and Neuse Water and Sewer Authorities, FL
- ▶ Sarasota Manatee Airport Authority, FL
- ▶ Tampa Port Authority, FL

Professional Involvement

- ▶ American Institute of Certified Public Accountants
- ▶ Florida Institute of Certified Public Accountants
- ▶ Government Finance Officers Association
- ▶ Florida Government Finance Officers Association



Melisa Galasso, CPA

Regulatory Monitor

A certified Public Accountant with over 13 years of experience, Melisa is an Audit Professional Practices Director at Cherry Bekaert. In this role, she assists with technical issues and quality control of the Firm's assurance services practice. She monitors regulatory bodies including the FASB, GASB and AICPA for changes in auditing and accounting guidance and assists the Firm in implementing the updated guidance. She also leads much of the Firm's training, developing Continuing Professional Education ("CPE") ranging from newsletter articles to webinars.

As an integral member of our Firm's quality assurance group, Melisa works extensively with Ron Conrad and other members of our government services group in designing and conducting government practice training and in addressing government technical developments. She regularly conducts training sessions on government and auditing topics and has provided such training for the AICPA. Melisa also authors firm responses to GASB exposure drafts and regularly authors articles on government accounting and auditing subjects, including for the GFOA.

Melisa has more than 40 hours each year of relevant continuing education during the last three years, including the continuing education required by *Government Auditing Standards*.

Education

- ▶ B.A., Georgetown University

Professional Involvement

- ▶ Florida Institute of Certified Public Accountants
- ▶ North Carolina Association of Certified Public Accountants
- ▶ Virginia Society of Certified Public Accountants



Neal W. Beggan, CISA, CRISC, CRMA

Information Technology Principal

A Principal in the Risk Advisory Services (RAS) Group of Cherry Bekaert, Neal is responsible for leading the Firm's IT Audit Group. Neal also manages co-sourced internal audit projects for businesses and nonprofit organizations. Clients depend on Neal to identify key IT and business risks and recommend practical solutions to mitigate those risks, as well as to perform operational audits to identify cost savings and revenue opportunities. Neal has experience improving existing IT internal audit methodologies for large corporations, and leading corporate-wide training for the clients and the Firm.

With professional designations including Certified Information Systems Auditor (CISA), Certified in Risk and Information Systems Control (CRISC) and Certified in Risk Management Assurance (CRMA), Neal has more than 16 years of IT audit, consulting and compliance experience. He has performed information technology reviews in the following compliance areas: SOX 404, FISCAM, FedRAMP, FISMA, OMB A-123/127/130, Gramm-Leach-Bliley, SSAE16 SOC 1 (formerly SAS 70) and AT101 SOC 2.

Education

- ▶ B.B.A., James Madison University

Relevant IT Principal Experience

- ▶ As the leader of the Firm's IT Audit Group, Neal is **responsible for overseeing all client information systems audits, including school boards.**

Professional Involvement

- ▶ Information Systems Audit Control Association
- ▶ Institute of Internal Auditors



Brian Kirk, CPA, CISA, CCSFP

Manager, Risk Assurance & Advisory Services

Brian will help the team plan and execute the portion of the audit related to information technology, and offer creative and timely ideas for improving accounting systems, internal controls and management efficiencies. Brian brings strong institutional knowledge of the IT processes and systems of local governments.

Brian is a Manager in Cherry Bekaert's Risk Advisory Services ("RAS") Group. He works in conjunction with the financial audit teams in conducting IT general control reviews in accordance with AUC-315 standards. He has experience performing internal audit work for local governments, as well as internal control reviews for SEC clients in accordance with SOX-404 standards. In addition, Brian manages the Firm's SOC 1, AT101 SOC 2, ITRM SEC502/501, NIST 800-171, and NIST 800-53 engagements out of the DC office.

Brian is a licensed CPA, CISA, and CCSFP.

Education

- ▶ B.S. in Accounting and Management Information Systems, University of North Carolina, Wilmington
- ▶ M.S. in Accountancy, University of North Carolina, Wilmington

Relevant Experience

Brian is a member of the Information Technology team that oversees all of the Firm's governmental technology audits. His experience includes:

- ▶ Fairfax County Public Schools
- ▶ Arlington County Public Schools,
- ▶ St. Lucie County District School Board,
- ▶ St. John's County District School Board
- ▶ Orange County Public Schools
- ▶ Hillsborough County
- ▶ Tampa Port Authority
- ▶ Fairfax County, VA
- ▶ Prince William County, VA.

Professional Involvement

- ▶ Information Systems Audit and Control Association
- ▶ Institute of Internal Auditors
- ▶ Association of Certified Fraud Examiners



Brandi Grovac, CPA

Engagement Manager

A Certified Public Accountant, Brandi has approximately six years of experience in public accounting, with a significant concentration of services to municipalities and other government organizations. She has considerable background with audits of state and federal grant compliance, financial statement and CAFR report writing and audit services for numerous cities, school boards, and other state and local government organizations. Brandi is an active participant in government associations.

Brandi earned her Bachelor degree in Accounting and her Master degree in Information Systems and Operations Management, including a Minor in Audit, from the University of Florida.

A Manager in the Firm's Audit practice, Brandi focuses on financial reports, identification of key audit areas, testing controls over key accounts and transaction cycles and supervision of the engagement team.

Brandi has more than 40 hours each year of relevant continuing professional education during the last three years, including the continuing education required by *Government Auditing Standards*.

Education

- ▶ B.S., University of Florida
- ▶ M.S., University of Florida

Relevant Experience

- ▶ City of Lake Wales, FL
- ▶ City of Port St. Lucie, FL
- ▶ City of Vero Beach, FL
- ▶ Town of Eatonville, FL
- ▶ Polk County School Board, FL
- ▶ Orange County Public Schools, FL
- ▶ St. Johns County School District, FL
- ▶ St. Lucie County School Board, FL
- ▶ International Drive Master Transit & Improvement District, FL
- ▶ Rollins College, FL
- ▶ The United Methodist Church, FL
- ▶ State of Florida

Professional Involvement

- ▶ American Institute of Certified Public Accountants
- ▶ Florida Institute of Certified Public Accountants
- ▶ Florida Government Finance Officers Association



Brian Liffick, CPA

Consulting Senior Manager

A Certified Public Accountant, Brian has approximately nine years of experience in public accounting, primarily in the not-for-profit and governmental industries. He is a member of the Firm's Government Services Industry Group, and has served the Central Florida Government Finance Officers Association as a guest speaker on government topics. He has considerable background with audits of state and federal grant compliance, and audit services for numerous cities, counties, school boards, and other state and local government organizations. Brian is a valued instructor and speaker for Firm-sponsored governmental updates and is an active participant in government associations.

Brian focuses on financial reports, identification of key audit areas, testing design of key accounts and transaction cycles and supervision of the engagement team. He will assist with manager review responsibilities as appropriate, adding depth at the manager position.

Brian has more than 40 hours each year of relevant continuing professional education during the last three years, including the continuing education required by *Government Auditing Standards*.

Education

- ▶ B.S., Manchester College

Relevant Experience

- ▶ City of Lake Wales, FL
- ▶ City of Port St. Lucie, FL
- ▶ City of Stuart, FL
- ▶ City of Vero Beach, FL
- ▶ Town of Eatonville, FL
- ▶ Brevard County, FL
- ▶ Orange County, FL
- ▶ Charlotte County, FL
- ▶ Monroe County, FL
- ▶ Central Florida Regional Transit Authority (LYNX), FL
- ▶ International Drive Master Transit and Improvement District, FL
- ▶ Orange County Educational Facilities Authority, FL
- ▶ Orange County Health Facilities Authority, FL
- ▶ Enterprise Florida, Inc., FL
- ▶ Collier County District School Board, FL
- ▶ Duval County District School Board, FL
- ▶ Orange County Public Schools, FL
- ▶ St. Lucie County District School Board, FL

Professional Involvement

- ▶ American Institute of Certified Public Accountants
- ▶ Florida Institute of Certified Public Accountants
- ▶ Florida Government Finance Officers Association



John Rounds, CPA

Audit Senior

A Certified Public Accountant, John has approximately six years of public accounting audit experience. He has served the government sector throughout his tenure in public accounting, serving numerous government organizations.

As an Audit Senior, he focuses on financial reports, testing key audit areas and transaction cycles, supervision of staff and emphasis of regular communication between the client and engagement team.

John has more than 40 hours each year of relevant continuing education during the last two years, including the continuing education required by *Government Auditing Standards*.

Education

- ▶ B.S., University of Central Florida
- ▶ M.B.A., University of Central Florida

Relevant Experience

- ▶ City of Titusville, FL
- ▶ City of Vero Beach, FL
- ▶ City of Clearwater, FL
- ▶ Town of Eatonville, FL
- ▶ Brevard County, FL
- ▶ Orange County, FL
- ▶ Orange County Library System, FL
- ▶ Duval County District School Board, FL
- ▶ Osceola County District School Board, FL
- ▶ Polk County District School Board, FL
- ▶ Seminole County School Board, FL
- ▶ Volusia County School Board, FL
- ▶ St. Lucie County District School Board, FL
- ▶ State of Florida
- ▶ Central Florida Regional Transportation Authority (LYNX)

Professional Involvement

- ▶ American Institute of Certified Public Accountants
- ▶ Florida Institute of Certified Public Accountants
- ▶ Florida Government Finance Officers Association



Bryan Harman, CPA

Audit Senior

A Certified Public Accountant, Bryan has five years of audit experience. He has served the government sector throughout his tenure in public accounting, serving numerous government organizations.

As an Audit Senior, he focuses on financial reports, testing key audit areas and transaction cycles, supervision of staff and emphasis of regular communication between the client and engagement team.

Bryan has more than 40 hours each year of relevant continuing education during the last three years, including the continuing education required by Government Auditing Standards.

Education

- ▶ B.S., University of Central Florida
- ▶ M.S.A., University of Central Florida

Relevant Experience

- ▶ City of Lake Wales, FL
- ▶ City of Titusville, FL
- ▶ City of Vero Beach, FL
- ▶ City of Port St. Lucie, FL
- ▶ Brevard County, FL
- ▶ Charlotte County, FL
- ▶ Orange County, FL
- ▶ Orange County Clerk of Courts, FL
- ▶ Central Florida Regional Transit Authority (LYNX), FL
- ▶ Orange County Public Schools, FL
- ▶ Polk County District School Board, FL
- ▶ State of Florida

Professional Involvement

- ▶ American Institute of Certified Public Accountants
- ▶ Florida Institute of Certified Public Accountants



Justin Conley, CPA

Audit Staff

Justin is a Certified Public Accountant with over five years of public accounting experience. Justin's public accounting experience includes a significant focus on audits of Florida school districts and other governmental entities. **He has served on the audits of internal activities accounts for the county school districts of Volusia, Osceola, and St John's.**

As an Audit Staff, Justin focuses on financial reports, reviewing contracts and statutes for relevant changes, testing key audit areas and transaction cycles, supervision of staff and emphasis of regular communication between the client and engagement team.

Justin has more than 40 hours of relevant continuing education during each of the last three years, including the continuing education required by *Government Auditing Standards*.

Education

B.S., University of Central Florida

M.B.A., University of Central Florida

Relevant Experience

- ▶ Volusia County District School Board, FL
- ▶ Volusia County District School Board Internal Activities Accounts, FL
- ▶ Osceola County District School Board Internal Activities Accounts, FL
- ▶ St. John's County District School Board, FL
- ▶ St. John's County District School Board Internal Activities Accounts, FL
- ▶ Goodwill Industries, FL
- ▶ Brevard County, FL
- ▶ Charlotte County, FL
- ▶ Orange County, FL
- ▶ ATU Local 1577 Pension Plan, FL
- ▶ ATU Local 1596 Pension Plan, FL, FL
- ▶ Palm Beach Gardens Police Officers' Pension Fund, FL
- ▶ Retirement System for the General Employees of the Utility Board for the City of Key West, FL
- ▶ Sarasota Firefighters' Insurance Trust Fund, FL
- ▶ Sunrise Firefighters' Retirement Plan, FL
- ▶ Town of Jupiter Police Officers' Retirement Fund, FL

Professional Involvement

- ▶ American Institute of Certified Public Accountants
- ▶ Florida Institute of Certified Public Accountants

ii. Engagement with Other Government Entities

Public sector auditing, specifically for government entities, is Cherry Bekaert's largest audit segment firm-wide. Listed below are government entities audited by our Central Florida Practice this past year three years. All clients with an asterisk have attained the GFOA Certificate of Achievement.

Clients	Scope of Work	Contract Period	Engagement Partners	Revenue/ Net Position	Total Hours	Principal Client Contact
Orange County, FL *	Financial and compliance audit, including constitutional officers	2001 – Present	Ron Conrad John Gilberto	\$2.6 billion \$6.8 billion	3,900	Robin Ragaglia, Director – Finance and Accounting 407-836-5715
Brevard County, FL	Financial and compliance audit	2019 – Present	Ron Conrad John Gilberto	\$690 million \$1.1 billion	3,400	Steve Burdett, Finance Director 321-637-2002
Charlotte County, FL *	Financial and compliance audit	2005 – Present	Ron Conrad John Gilberto	\$442 million \$1.2 billion	1,200	Susan Gervais, Finance Director 941-743-1912
Monroe County, FL *	Financial and compliance audit	2003 – Present	Eddie Burke Ron Conrad	\$284 million \$593 million	2,100	Kevin Madok, Sr., Clerk of the Circuit Court & Comptroller 305-292-3550
Hillsborough County, FL *	Financial and compliance audit	2010 – Present	John Gilberto Ron Conrad	\$2 billion \$8.8 billion	4,300	Ajay Gajjar, Assistant Director of Finance 813-307-7026
Sarasota County District School Board *	Federal and compliance audit	1999 – Present	John Gilberto Ron Conrad	\$572 million \$810 million	1,750	Mitzi Corcoran, CFO 941-927-9000
Duval County District School Board *	Federal and compliance audit	2011 – 2018	Ron Conrad	\$1.2 billion \$474 million	1,425	Michelle Begley, CFO 904-390-2972
St. Johns County District School Board *	Financial and compliance audit	2016 – Present	Ron Conrad	\$387 million \$402 million	755	Michael Degutis, CFO 904-547-7650
St. Lucie County District School Board	Financial and compliance audit	2007 – Present	Ron Conrad	\$409 million \$298 million	1,100	Michelle Thomas, CFO 772-429-3770
Orange County Library District, FL	Financial and compliance audit	2001 – Present	Ron Conrad	\$48 million	320	Kris Shoemaker, CFO
Orange County Health Facilities, FL	Financial and compliance audit	2001 – Present	Ron Conrad	\$306 thousand	100	Mike Ryan, Attorney 407-843-4600

Attachment: Holly Hill 2020 Proposal - FINAL-Cherry Bekaert (2022 : Auditor Selection)

Proposal for City of Holly Hill

Clients	Scope of Work	Contract Period	Engagement Partners	Revenue/ Net Position	Total Hours	Principal Client Contact
Orange County Public Schools *	Financial and compliance audit	2015 – Present	Ron Conrad John Gilberto	\$2.3 billion \$3.5 billion	1,200	Catherine A. Nguyen, Director of Finance 407-317-3200
City of St. Petersburg, FL *	Financial and compliance audit	2015 – Present	Scott Anderson John Gilberto	\$528 million \$1.2 billion	1,800	Anne Fritz, Finance Director 727-892-5113
City of Clearwater, FL *	Financial and compliance audit	2015 – Present	John Gilberto	\$331 million \$950 million	1,050	Brian “Jay” Ravins, Finance Director 757-562-4533
City of Port St. Lucie, FL	Financial and compliance audit	2013 – 2017	Ron Conrad	\$360 million	950	Retired
City of Vero Beach, FL	Financial and compliance audit	2014 – Present	Ron Conrad	\$140 million	825	Cindy Lawson, Director of Financial 772-978-4770
City of Lake Wales, FL	Financial and compliance audit	2014 – Present	Ron Conrad	\$26 million	625	Dorothy Abbt, Finance Director 863-678-4182 ext 257
Town of Eatonville, FL	Financial and compliance audit	2009 – Present	Ron Conrad	\$6 million	550	Katrina Gibson, Director of Finance & Accounting 407-623-8905
International Drive Master Transit Authority	Financial and compliance audit	2001 – Present	Ron Conrad	\$9 million	180	Luann Brooks 407-248-9590
Miami-Dade County Aviation Department *	Financial and compliance audit	2016 – Present	John Gilberto	\$902 million \$953 million	1,600	Sergio San Miguel, Controller 305-876-0763
Florida Development Finance Corporation	Financial and compliance audit	2007 – Present	Ron Conrad	\$3 million	170	Bill Spivey, Executive Director 407-712-6355
Collier County District School Board	Financial and compliance audit	1999 – Present	Ron Conrad	\$603 million \$785 million	875	Robert Spencer, Executive Director of Financial Services 239-377-0058
Polk County District School Board *	Financial and compliance audit	2009 – 2019	Ron Conrad	\$969 million \$653 million	1,200	Dave Denbow, Director of Accounting 863-534-0572
School Board of Volusia County*	Financial and compliance audit	2016 – Present	Ron Conrad	\$668 million \$718 million	1,585	Dawn Forbes, Finance Director 386.734.7190 ext 20339

Attachment: Holly Hill 2020 Proposal - FINAL-Cherry Bekaert (2022 : Auditor Selection)

6. Specific Audit Approach

Statement of Understanding

The City requires an annual audit of the financial statements of the Town including two single employer defined pension plans in accordance with the requirements of:

- Generally Accepted Auditing Standards ("GAAS") as promulgated by the American Institute of Certified Public Accountants ("AICPA")
- The Standards for financial audits set forth in *Government Auditing Standards* (The Yellow Book) issued by the Comptroller General of the United States
- If applicable, the provisions of the Federal Single Audit Act of 1984 (as amended in 1996) and Title 2 U.S. Code of Federal Regulations Part 200 Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards (*OMB Uniform Guidance*)
- If applicable, the *Compliance Supplement*, Office of Management and Budget
- If applicable, the Florida Single Audit Act (Section 215.97, Florida Statutes)
- *State and Local Governments Audit and Accounting Guide*, published by AICPA
- Rules adopted by the State of Florida Auditor General for form and content of Government Unit Audits, Chapter 10.550

A separate audit of the City's Community Redevelopment (CRA) fund shall be included in the scope of this engagement as required by Florida statutes and Rules of the Florida Auditor General.

We will also provide an examination of compliance with local government investment policies in accordance with Florida Statute 218.415, and a management letter, formatted in accordance with requirements of the Florida Auditor General. In addition, we will assist with completion of the Data Collection form for federal grants and our

engagement partner or manager will be available to attend public meetings, as provided in the RFP.



Audit Approach

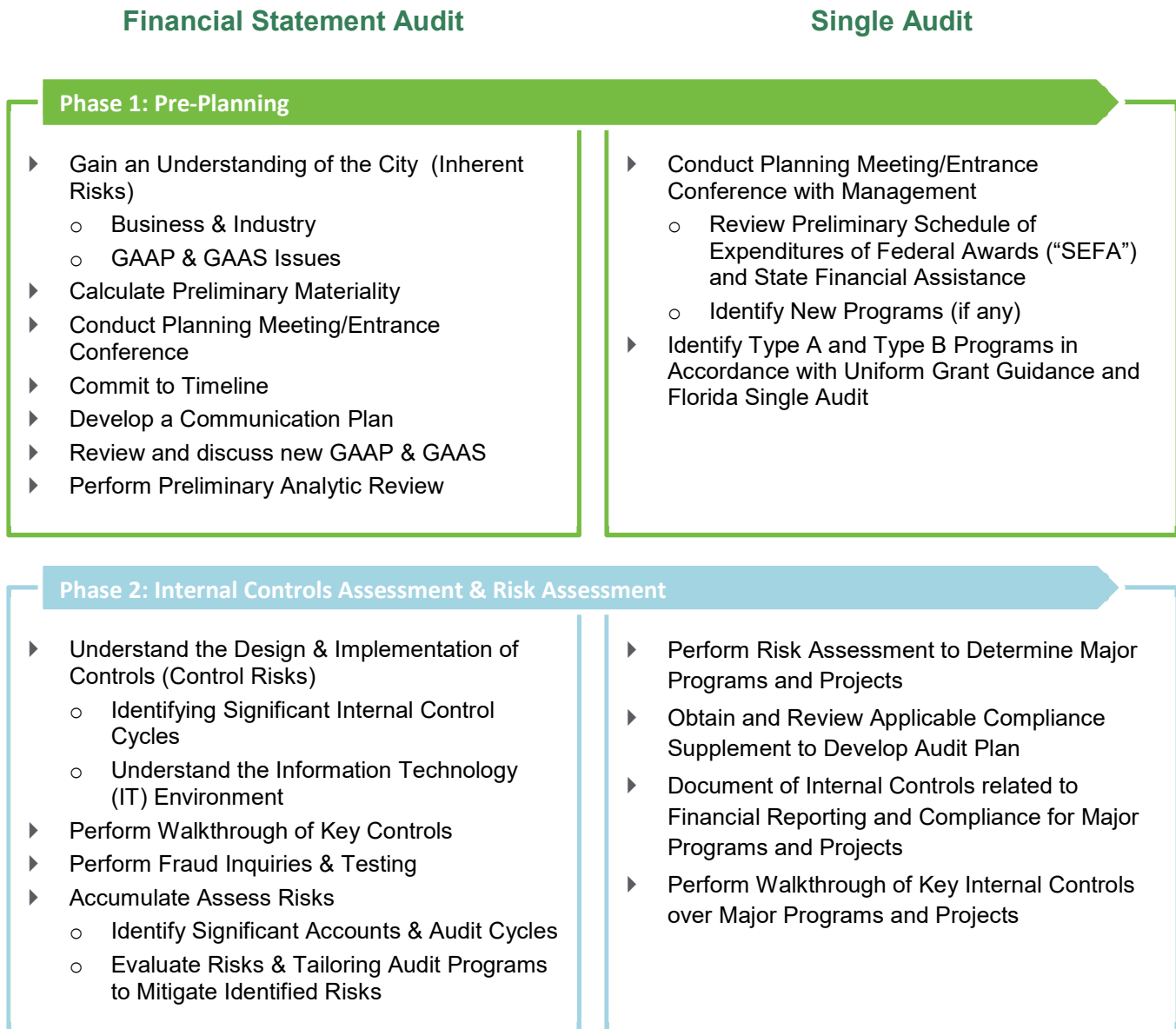
Our audit philosophy is based on applying the applicable risk-based auditing standards to the needs of the users of the financial statements. The expectations of the City is the starting point for our audit approach. Accordingly, communication with all concerned groups and responsiveness to the needs and expectations of your organization will be the highest priority for us.

Our experience with many governmental units similar to the City provides substantial insight into the business risks present at these engagements. Our team has years of experience identifying and addressing the inherent and internal control risks related to the relevant assertions for account groups and disclosures in financial statements similar to the City.

In addition, we believe in the importance of an integrated audit. As we conduct our assessment of the audit risks at the City, we will utilize our understanding of the processes relevant in the financial statement audit and apply them to our compliance audit. Our goal is for the financial statement and compliance audits to be as seamless as possible for the City, which will save both time and money.

i. Segmentation of the Engagement

The following chart shows the key procedures and timeframe applied during each of the defined stages of the financial statement and Single Audit engagements, with Single Audit included should such apply:



"Audit was well organized and the process was smooth...the system used to communicate information and monitor completion of tasks was efficient.... auditors were both professional and personable and regularly encouraged our suggestions on improving processes."

Steve Burdett

Brevard County Finance Director

Financial Statement Audit

Single Audit

Phase 3: Interim Fieldwork

- ▶ Select Sample Sizes
- ▶ Test Internal Controls & IT General Controls
- ▶ Prepare Third Party Confirmations

- ▶ Perform Tests of Key Controls over Major Programs and Projects
- ▶ Select Sample Size Using Data Extraction Software
- ▶ Test Selections for Conformance with Applicable Compliance Requirements

Phase 4: Final Fieldwork

- ▶ Select Substantive Samples Using Data Extraction Software
- ▶ Complete Substantive Testing of Balances & Transactions
- ▶ Propose Adjusting and Reclassifying Entries, If Necessary
- ▶ Conduct Exit Conference

- ▶ Obtain Final Federal Schedule of Expenditures to Reassess for Any Additional Major Programs and Projects
- ▶ Complete Testing
- ▶ Discuss Findings with Management Including Obtaining Corrective Action Plans

Phase 5: Reporting & Delivery

- ▶ Review Financial Statements & Footnote Disclosures with Management
- ▶ Complete Audit Report
- ▶ Present Report and Management Letter to Management and as requested
- ▶ Conduct Post-Audit Conference

- ▶ Prepare Compliance Reports and Schedule of Findings & Questioned Costs
- ▶ Present Report as requested

"Cherry Bekaert LLP management and employees have always conducted themselves in a professional manner and have work collaboratively with the District throughout its audit process. Cherry Bekaert has an excellent working knowledge of school systems and is able to communicate with our staff effectively and efficiently. The firm has always been available to answer questions and provide additional guidance when necessary. Their expertise and guidance on accounting standards has enables the District to improve its financial statement presentation over the years.

The Cherry Bekaert audit teams assigned to our school district have always worked cooperatively with our staff, recognized current workload requirements and worked through the audit engagement in a very professional manner. The firm has always completed the annual independent audit in a timely and efficient fashion.

I would highly recommend the firm Cherry Bekaert LLP to any organization seeking professional and highly qualified auditors, accountants or consultants."

Robert C. Spencer
Executive Director of Financial Services
Collier County Public Schools

ii. Level of Staff and Number of Hours

Estimated Audit Hours by Level

Segment	Partner	Manager	Senior	Staff	TOTAL
Phase 1: Pre Planning	12	18	20	4	54
Phase 2: Internal Controls Assessment & Risk Assessment	4	8	20	12	44
Phase 3: Interim Fieldwork	4	8	24	20	56
Phase 4: Final Fieldwork	22	40	150	132	344
Phase 5: Reporting & Delivery	32	50	100	50	232
TOTAL	74	124	314	218	730

We affirm that our team is committed to expediting the audits to meet the City's deadlines. Upon appointment as your auditors, we will immediately begin discussions with management regarding the timing of our audit procedures, as previously described. We affirm the firm's ability to meet the requirements under the audit services being requested by the City and that the firm's existing workload will not interfere with meeting these requirements.

"For the past fifteen years, Cherry Bekaert audited our agency annual financial statements as part of county wide audit of Orange County, FL. During this entire time Ron Conrad, Partner, and his team of extremely competent auditors have performed the audit functions in a professional and thorough approach which characterizes their commitment to the profession and demonstrates their knowledge and expertise in the area of governmental accounting. In addition to the audit itself, their accessibility and willingness to answer questions and offer advice throughout the year gives the client the general feeling of a partnership relationship with their auditor and not just the accustomed auditor vs. client.

*Andy DiLoreto, Comptroller
Orange County Sheriff's Office*

iii. Sample Size

Sampling will be used in all aspects of the testing phase, utilizing tailored audit programs. We will conduct tests to ascertain that the significant controls within the system are functioning as described to us. Transactions will be selected and reviewed in sufficient detail to permit us to formulate conclusions regarding compliance with control procedures. Additional tests will be designed to provide reasonable assurance as to the validity of the information produced by the accounting system. The firm has developed sample size guidelines for all samples performed in order to form an opinion on the financial statements under auditing standards generally accepted in the United States of America and Government Auditing Standards.

The objective of the guidelines is to improve the quality of sampling by:

- ▶ Relating sample sizes more directly with factors that influence sample size
- ▶ Reducing unexplainable sample size variability

Structured worksheets, which give appropriate recognition to factors such as reliance on internal control, nature and timing of audit procedures, size of the organization, dollar total of population being sampled, and sampling error, are used to effectively determine audit samples and evaluate the results of the procedures performed. We use these worksheets to determine the sample size and items selected for grant compliance testing, internal control testing and certain financial accounts. Sample size will vary based on materiality and the population being tested.

iv. Use of Technology

We have a host of software solutions to sample, test, communicate and audit remotely, and we utilize these tools on a regular basis. While we will ensure the City benefits from on-site presence, as appropriate, we will also utilize remote techniques that are most beneficial to minimize disruption and allow City staff to focus on operational matters. Our documentation is virtually paperless, with procedures documented in an automated environment and files shared through wireless technology.

Cherry Bekaert recognizes that the business landscape is rapidly changing with employees working remotely, businesses operating in multiple locations and technologies improving at lightning speed. Our service delivery process is constantly evolving to meet this changing landscape by providing a platform for performing quality and comprehensive services model that:

- ▶ Promotes real-time year round collaborative planning, communication and status updates
- ▶ Integrates the technology of information sharing seamlessly and without disruption
- ▶ Decompresses the evidence gathering burden on your team
- ▶ Reduces distractions to your team
- ▶ Minimize your training of Cherry Bekaert staff



FLOW (Flexible Leveraged Optimized Workspace) is used across the audit process from planning to delivery of audit reports and other deliverables. Cherry Bekaert utilizes powerful cloud-based solutions to create an audit process to track and manage the entire audit engagement in real-time through highly secured platforms. You and your team will have the ability to attach documents, log comments and notes, schedule check-in meetings, share screens and request status and progress throughout the engagement. You and your team can now share in a way that creates efficiencies and enhances a collaborative communication environment.

Data Analysis Software. In order to assist us in the audit process, we use IDEA data analysis software for many of our larger engagements. IDEA is an excellent tool to test for ways to improve efficiency and effectiveness in addition to compliance. IDEA makes it possible for us to perform a 100% test of a transaction class for some attributes in less time that it would take to draw a statistical sample. We will use IDEA to assist with tailored sample selections, as well as the performance of audit tests applied to the entire population of transactions rather than a small sampling.

Work Paper Management. Our work papers are managed using CCH Engagement, a software package that allows us to prepare, review, transfer and manage our work in a paperless environment. All working papers are stored and backed up electronically.

Wireless Technology. On site, our computers are linked using encrypted wireless technology, which greatly facilitates our ability to efficiently manage our engagements.

The extent to which we apply detailed audit procedures and sampling is based on materiality, our evaluation of audit risks and internal accounting control, and the characteristics of items comprising the account balances or class of transactions.

Certain compliance matters are not subject to representative sampling procedures. In such instances, we will review and recalculate compliance requirements or perform other applicable procedures.

"We feel our audits have reached a level of excellence not previously achieved with other firms. ... Having [CB] as our auditors, has made us better finance officers through their continued advice and education as to new standards and practices."

Dorothy Zaharako, Director of Financial Services
City of Stuart, FL

v. Sample Audit Request List

Project Management Software. We utilize Smartsheet software to manage each engagement. Smartsheet is a secure, web-based, collaborative, spreadsheet software that will allow the City to assign audit requests to City staff, upload documents, monitor the status of audit requests and determine the status of the audit at any time during the engagement. Listed below is a Sample Audit Request List.

Document Name	Due Date	N/A	Assigned To	Ready for CB	Client Notes/Questions	CB Notes	CB Status
1 Engagement Information		☐		☐			
2 City of Holly Hill		☐		☐			
3 9/30/2020		☐		☐			
4							
5 Client completes cells highlighted in yellow.		☐		☐			
6 CB team completes cells highlighted in green.		☐		☐			
7							
8 Reminder: Please do not upload any documentation that contains personal health information (PHI). CB uses a separate process for PHI when present. Please contact your CB team with any questions.		☐		☐			
9							
10 General Files		☐		☐			
11 Excel version of the TB for each fund (including Balance Sheet & Statement of Activities). Please also send an account grouping list.		☐		☐			
12 Complete list of Journal Entries for the year ended		☐		☐			
13 All Debt/Long-term Liability Agreements including sources and uses of funds or payment schedules if provided		☐		☐			
14 Any other relevant contracts necessary for the audit		☐		☐			
15 Listing of related parties and detail of related party transactions during the year		☐		☐			
16 Organizational Charts (Governance, Finance, and any other departments that may be relevant, such as procurement)		☐		☐			
17 Process and Controls		☐		☐			
18 Process and Control Narratives (Cash and Other Receipts, Cash and Other Disbursements, P-Cards, Receivables, Payables, Payroll, Investments, Capital Assets, Debt, Financial Reporting & Close, Grant cash management and SEFA Preparation, and any others that may be relevant)		☐		☐			
19 Cash disbursement population from 10/1/2019 - 9/30/2020		☐		☐			
20 Cash receipt population from 10/1/2019 - 9/30/2020		☐		☐			
21 Payroll disbursements 10/1/2019 - 9/30/2020		☐		☐			
22 Please complete the attached IT questionnaire regarding your financial software applications		☐		☐			
23 Information for Confirmations (To be sent by CB)		☐		☐			
24 Please complete the attached spreadsheet to identify all cash, investment, debt and other accounts that will be considered for confirmation		☐		☐			
25 Name and contact information of the City's General Counsel		☐		☐			
26 Cash & Investments		☐		☐			
27 Copy of bank recs for each bank account for 9/30/2020 (Should include the list of outstanding checks and deposits in transit)		☐		☐			
28 June bank statements		☐		☐			
29 July bank statements		☐		☐			
30 Accounts Receivable		☐		☐			
31 Detail schedule of accounts receivable at fiscal year end		☐		☐			
32 Capital Assets		☐		☐			

Attachment: Holly Hill 2020 Proposal - FINAL-Cherry Bekaert (3022 : Auditor Selection)

vi. Analytical Procedures

In addition to testing supporting documents and details of the accounting records, we will perform an overall evaluation of account balances and their interrelationship with each other. We design this analytical review to identify unexpected fluctuations in accounts, the absence of expected fluctuations and other items that appear unusual in light of expected results, past performances, normal relationships and other factors. This provides a business operation approach to auditing. Specifically, we perform analytical procedures:

- ▶ To assist in planning the nature, timing and extent of our auditing procedures.
- ▶ As a substantive test to obtain evidential matter about particular assertions.
- ▶ As an overall review of financial statements in the final review stage of the audit.

vii. Understanding the Internal Control Structure

Internal Control Philosophy. Adequate assessment of the City's internal control is a key component of the audit. Our audit procedures are tailored to address specific risks for each individual client. We obtain an understanding of an entity wide control environment during audit planning to provide us an understanding of "what can go wrong," and use that understanding as a basis in formulating our client service plan and our audit procedures. We use a variety of methods in obtaining our understanding of internal controls. Typically, these include interviewing entity personnel, observing processes and controls, walking through transactions from initiation to recording, and discussing controls and risks of fraud with various City personnel. We also utilize our information systems audit professionals in assessing controls and risks over information systems processing. We will communicate with management any weaknesses we may find in the internal controls or opportunities for strengthening controls or making processes more efficient.

Financial Process Controls. During the Internal Control and Risk Assessment Segment (Phase 2), we will review the internal control environment over the financial processes of the City. The internal control review will be conducted from an information technology perspective, but will also include manual controls over the transactional flow in the account balances. The intention of the control review is to rely on controls from a compliance perspective and to gain an understanding of the processes and controls related to the City. As appropriate, during this control review we may test certain controls that we will rely on in performing the audit.

By reviewing and testing controls over the financial processes of the City, we believe we will have a strong understanding of the significant areas and processes of the City in order to perform an efficient and effective audit.

Technology Controls. Firm-designated IT Audit Group (ITAG) consultants will perform the review of

the City's information systems environment. Our ITAG group has experience auditing all major ERP, COTS and homegrown packages, including many Enterprise Reporting and Planning softwares, at public and private entities across the Southeast. As such, we use tailored IT Audit programs based on your specific environment and the inner workings of your software package. The City will have the assurance of direct review by a senior level individual with significant experience directly related to information systems.

ITAG will work with the City to assess the effect of systems processing on the City's business and will assess the reliability of systems processing. They will focus on providing constructive service comments intended to improve the quality of information and system controls. The results of this assessment will be integrated into our audit approach to improve audit efficiency through reliance on automated controls and to further define the way in which we address identified risks.

Because our Information Technology Controls Review methodology is based upon the widely accepted COSO framework, it not only addresses the control activities that are in place but also the underlying management policies, documentation of the controls and monitoring of the controls by management. Furthermore, our review examines controls imbedded in the key business workflows of the City.

Examples of computer controls that will be reviewed for each system in scope include the following:

- ▶ Access Control
- ▶ Network Security
- ▶ Change Management/Problem Tracking
- ▶ Backup and Recovery
- ▶ Information Workflow

viii. Determining Laws and Regulations

We are quite familiar with compliance requirements applicable to the City and have a very positive reputation with federal and state regulatory agencies. Our compliance audit procedures will be designed to identify and test those transactions and activities that are likely to have a financial impact on the City's financial statements and to determine whether they were carried out in accordance with the provisions of laws, rules and contracts. Our reports will note instances of noncompliance that could have a material effect on the City's financial statements.

As an office and as a firm, our services are very much focused on grant compliance requirements. This entails documenting our understanding of grant controls over compliance, ensuring we have the latest federal or state guidance associated with Single Audit requirements, testing grant compliance and related controls, and communicating the results of our tests. We often communicate with federal and state agencies during our planning process to ensure we have their most recent regulatory requirements and to ensure we are familiar with any communications or audits they have conducted in association with our clients that may influence the extent and nature of our procedures.

ix. Audit Samples

Our sample will consider audit risk through reliability and precision factors. AU Section 350 prescribes the criteria for developing sample sizes, which we have utilized based on varying degrees of reliance and confidence in internal control structure. Because our sample sizes are affected by many variables, as prescribed by AUSection 350, a statement about sample sizes cannot be made in absolute terms. However, with regard to sample selection, we generally will utilize statistically generated, representative sampling for internal control and compliance tests. Samples will also be used in conjunction with other tests of compliance (e.g. Florida Statutes, Ordinances, etc.).

x. Interim Fieldwork

Following is the work to be performed to mitigate year-end fieldwork:

- ▶ Select sample sizes
- ▶ Test internal controls and IT general controls
- ▶ Prepare third party confirmations
- ▶ Perform tests of key controls over major programs and projects
- ▶ Select sample size using dta extraction software
- ▶ Test selections for conformance with applicable compliance requirements.

"The City of Lake Wales, Florida has utilized the services of Cherry Bekaert CPA's & Advisors for the last six years for auditing services relating to the Comprehensive Annual Financial Report. Each year they provide knowledgeable and insightful auditors. They strive to work cohesively with internal staff."

Dorothy Abbott, Finance Director

City of Lake Wales

a. Identification of Anticipated Potential Audit Problems

There have been significant regulatory changes recently and many more that are in progress. Included are Uniform Guidance and Florida Single Audit compliance considerations, and accounting for fiduciary activities and leases. More are on the horizon, with contemplation of changes to the entire reporting model and recognition standards. In addition, Florida Statute 163.387 and Florida Auditor General Rules have been revised to require an examination of compliance with CRA spending requirements in 2020, which would be part of our responsibilities for the fiscal 2020 audit of the City's financial statements. This is in addition to the statutory requirement to issue an opinion on CRA as part of our audit.

The experience of Cherry Bekaert in serving municipalities, our familiarity with municipal government audits and the training and continual updates we provide our clients serve as excellent credentials to address implementation of new requirements, communication matters and other potential problems that may arise. We are on the forefront of technical and operational matters affecting Florida municipalities and, as such, are well positioned to serve the City of Holly Hill. In addition, our proposed engagement partner for the City is the technical director for Cherry Bekaert government

services, and he is supported by highly qualified professionals included in this proposal, as well as a network of professionals dedicated to government services throughout the Firm.

In addition to our internal network of professionals, Cherry Bekaert maintains a considerable network of regulatory agency contacts, including representatives of GASB, GFOA, OMB, the Florida Auditor General, the AICPA and granting agencies. Our professionals are also active in professional organizations and are frequent speakers and authors, providing additional insights into matters of interest to the City.

The expertise and depth of our professionals is complemented by a highly communicative process that includes proactive identification and timely resolution of matters. We find that regular periodic status meetings assist in identifying and resolving issues, as does our knowledge of municipalities. In addition, our experience is that, due to changes in Florida Statutes or other common changes affecting municipalities, our services to various municipalities provides insights and benefits for each of our municipal clients. Our approach to resolution of potential audit problems will be highly communicative and collaborative.

b. Noncompliance with Proposal Specifications

Cherry Bekaert has no incident of noncompliance with the Request for Proposal specifications

"Ron and his staff are professional, efficient and highly experienced in governmental accounting standards. The team was proactive in providing guidance on implementation of new governmental accounting standards. They completed their work as scheduled ,met reporting deadlines and stayed within budget. I appreciated their hard work and willingness to work with our finance department to ensure that the financials were persuasive and conformed to all accounting standards. I strongly recommend Cherry Bekaert to anyone in need of auditing and accounting services."

Catherine A. Nguyen

Senior Director of Finance

Orange County Public Schools

Appendix A: Required Forms

The following Required Forms follow this page:

- Proposer Acknowledgement Form
- REP Response Form
- Conflict, Non-Conflict of Interest Statement
- Drug-Free Workplace Certification
- Addendum 1
- Addendum 2

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: Cherry Bekaert LLP

VENDOR/CONTRACTOR LICENSE NUMBER: 56-0574444

ADDRESS: 800 North Magnolia Avenue, Suite 1300, Orlando, FL 32803

PHONE NO.: 407.423.7911 FAX NO.: 407.841.4887

PROPOSER'S NAME: Ronald A. Conrad
(Typed or Printed in Ink)

TITLE: Partner

AUTHORIZED SIGNATURE: I, Ronald A. Conrad hereby
(Original signature required in each document)

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

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

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

**CITY OF HOLLY HILL, FLORIDA
REQUEST FOR PROPOSALS
ANNUAL INDEPENDENT AUDIT SERVICES
RFP NO. 2020-FIN-002**

**CONFLICT. NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT**

- ☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.
- ☐ The undersigned firm has had no litigation on any project in the last five (5) years.
- ☐ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Cherry Bekaert LLP

COMPANY NAME

Ronald A. Conrad

AUTHORIZED SIGNATURE

Ronald A. Conrad

NAME (PRINT OR TYPE)

Partner

TITLE

7/20/2020

DATE

Attachment: Holly Hill 2020 Proposal - FINAL-Cherry Bekaert (3022 : Auditor Selection)

**CITY OF HOLLY HILL, FLORIDA
REQUEST FOR PROPOSALS
ANNUAL INDEPENDENT AUDIT SERVICES
RFP NO. 2020-FIN-002**

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.

Cherry Bekaert LLP

Company Name

Ronald A. Conrad

Authorized Signature

Ronald A. Conrad

Print Name

Partner

Title

Attachment: Holly Hill 2020 Proposal - FINAL-Cherry Bekaert (2022 : Auditor Selection)



**ADDENDUM NUMBER 1
RFP 20-FIN-02
ANNUAL INDEPENDENT AUDIT SERVICES
CITY OF HOLLY HILL**

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 20-FIN-02** for the above request for **ANNUAL AUDIT SERVICES** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids **MUST** be submitted or your bid may be declared Non-Responsive.

A Financial Auditing Services cost proposal form has been attached to this addendum for submission of your proposal. This form must be completed and submitted with your response to this Request for Proposal.

QUESTIONS AND ANSWERS

Q1. Have there been any major changes in the accounting team or internal controls of the City during F/Y 2020? Are any changes expected?

A 1. There have been 3 new staff members join the Finance team: Accounts Payable Clerk II, Finance Clerk II, and a Finance clerk/Cashier. There have been no major changes of internal controls.

Q2. Have there been any new significant transactions that have occurred during F/Y 2020 as compared to F/Y 2019?

A 2. No

Q3. Approximately when does the City receive the OPEB actuarial report? Same question for the Police Officers' and Fire System Plans?

A 3. OPEB report normally received in November following fiscal year end. Police and Fire actuary reports received February following the fiscal year for future valuations.

Q4. What were the audit fees paid for the last three fiscal years' audits? Did the audit firm provide any additional services during those years? If so, what services were provided and what were the fees charged?

A 4. Fiscal year 2019 \$58,750 (including Police & Fire Pension). No single audit was required for FY 2019. Fiscal year 2018 \$57,272 (including Police & Fire Pension). No single audit required was required for FY 2018. Fiscal year 2017 \$50,780 (Included single audit which cost \$3,678). Fire & Police pension audits were performed separately and paid by the respective pension plans.

Q5. What constitutes Local Vendor Preference?

A5. As defined in Resolution 2018-30, Purchasing Policy Section K Policy 2.44: "A local vendor would be interpreted as a bidder, which as of the date of the bid opening, has a valid Business Tax Receipt (BTR) issued by the City of Holly Hill to do business in the City of Holly Hill which authorizes the vendor to provide the

goods, services, or construction to be purchased and has a physical address located within the limits of Holly Hill from which the vendor operates or performs business. A Post Office Box cannot be used to establish physical address. A local vender preference of no greater than 5% (Not to exceed \$5,000) of the price submitted by the non-local vender shall be granted with City Commission approval.”

Q6. Please provide the audit fees paid for the last five fiscal years. Please separate out the audit fees paid for the single audit (if one was performed).

A6. Please see question 4 above for the last three years. The remaining requested years are as follows: Fiscal year 2016 \$45,932 (No single audit was required). Fiscal year 2015 \$44,864 (no single audit required). Fire & Police pension audits were performed separately and paid by the respective pension plans.

Q7. Please provide the budgeted FY20 audit fees. Please separate out the budgeted fees for the CRA and single audit. Are you expecting a single audit for FY20?

A7. The FY2020 budget includes \$63,500, which includes Police and Fire pension and CRA audit. No single audit requirement is anticipated for FY2020.

Ronald A. Conrad

Signature acknowledges receipt and understanding of this addendum.

Ronald A. Conrad, Partner

Name/Title

7/20/2020

Date

Attachment: Holly Hill 2020 Proposal - FINAL-Cherry Bekaert (3022 : Auditor Selection)

**ADDENDUM NUMBER 2
RFP 20-FIN-02
ANNUAL INDEPENDENT AUDIT SERVICES
CITY OF HOLLY HILL**

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the **RFP 20-FIN-02** for the above request for **ANNUAL AUDIT SERVICES** as fully and completely as if the same were fully set forth therein. All required forms (must be included in the submitted proposals and all bids **MUST** be submitted or your bid may be declared Non-Responsive.

QUESTIONS AND ANSWERS

Q1. I was looking at the addendum for Holly Hill audit services and I noted the below regarding fire and police pension audits. I just wanted to confirm that there are not separately issued financial statements and reports for the fire and police pension plans. I did not see anything that indicated that the fire and police pension plans would receive separate independent auditor's reports.

A1. Separate independent audit reports are not required for they Fire and Police pension.

Ronald A. Conrad

Signature acknowledges receipt and understanding of this addendum.

Ronald A. Conrad, Partner

Name/Title

7/20/2020

Date

RFP 20-FIN-001 ANNUAL INDEPENDENT AUDIT SERVICES

Attachment: Holly Hill 2020 Proposal - FINAL-Cherry Bekaert (3022 : Auditor Selection)

7. Cost Proposal

As per the Addendum 1, the Cost Proposal will be listed as a separate attachment. We have also listed as a separate attachment the rates by Partner, Specialist, Supervisory and Staff Level Time and Hours Anticipated for Each Level.

Appendix B. Peer Review Report

EISNERAMPER

EisnerAmper LLP^{PC}
111 Wood Avenue South
Iselin, NJ 08830-2700
T 732.243.7000
F 732.951.7400
www.eisneramper.com

Report on the Firm's System of Quality Control

October 22, 2019

To the Partners of Cherry Bekaert LLP and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Cherry Bekaert LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards). A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under Government Auditing Standards, including compliance audits under the Single Audit Act; audits of employee benefit plans, an audit performed under FDICIA, an audit of broker-dealers, and an examination of service organizations [SOC 1 engagement].

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Cherry Bekaert LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. Cherry Bekaert LLP has received a peer review rating of pass.

EisnerAmper LLP
EisnerAmper LLP

Attachment: Holly Hill 2020 Proposal - FINAL-Cherry Bekaert (2022 : Auditor Selection)



American Institute of CPAs
220 Leigh Farm Road
Durham, NC 27707-8110

January 21, 2020

Michelle Thompson
Cherry Bekaert LLP
2626 GLENWOOD AVE STE 200
RALEIGH, NC 27608-1367

Dear Michelle Thompson:

It is my pleasure to notify you that on January 15, 2020, the National Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is October 31, 2022. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

A handwritten signature in black ink that reads "Michael Fawley".

Michael Fawley
Chair, National PRC
nprc@aicpa.org
+1.919.402.4502

National Peer Review Committee

cc: Marc Fogarty, David Bettler

Firm Number: 900010011816

Review Number: 568293

T: 1.919.402.4502 | F: 1.919.402.4876 | nprc@aicpa.org



RFP #2020-FIN-002

FINANCIAL AUDITING SERVICES COST PROPOSAL

Amounts include all direct (labor, travel, incidentals, etc.) and indirect costs. **The Proposer agrees that if the proposal is accepted, the fees will not increase over the agreed upon contractual amount for the entire contract term.** Any changes in accounting principles, or state or federal laws, rules and requirements associated with the annual financial report, requiring additional work shall be pre-approved by the City by way of a Change Order

Audit Period Ending	Total Projected Hours for <u>Total Financial Audit</u>	Fire Pension Audit (as part of Financial Audit)	Police Pension Audit (as part of Financial Audit)	<u>Total Financial Audit & reporting including Fire & Police Pension</u>	CRA separate Audit	Single Audit, if required
September 30, 2020		\$2,400	\$2,400	\$63,000 *	\$6,780	\$4,300
September 30, 2021						
September 30, 2022		Note: Rates for all subsequent years will be the same as listed above				
September 30, 2023		* Excludes CRA and Single Audit				
September 30, 2024						

Attach separate sheet for the cost proposal items above that shows rates by Partner, Specialist, Supervisory and Staff Level Time and Hours Anticipated for Each level.

The City may from time to time request other professional services not related to the audit, such as special reports, official statements, bond covenant compliance, bond issues, rate studies, etc. In the event, additional professional services are requested please, also provide a separate schedule of the staff level and range of rates for each level for other professional services.

7. Cost Proposal

We strive to encourage open communication between our clients and their service team. Accordingly, we do not bill for short, routine telephone calls to discuss issues facing our clients. In general, we will only bill for standard items such as service requests requiring research and/or a written response. We will discuss the fees for any such requests with the appropriate management in advance of performing the work.

Following is a summary of hours, rates and fees associated with the City's audit, including the CRA and pension plans, but excluding Single Audit (which is estimated to be 40 hours).

Level	Hours	Rate	Total
Partner	68	\$ 200	\$13,600
Manager	114	\$ 110	\$12,540
Senior	300	\$ 90	\$27,000
Staff	208	\$ 80	\$16,640
	690		\$69,780

Additional Services

In addition to traditional financial and compliance audits, Cherry Bekaert is able to offer a wide range of specialized services designed to meet your needs. The following chart outlines some of the more popular services provided by our firm for various governmental entities.

Consulting Services	Information Technology	Assurance and Performance
▶ Benefits Consulting ▶ Business Process and Continuous Process Improvement ▶ CAFR Assistance with GFOA and ASBO Certification Programs ▶ Fraud and Forensics Investigations ▶ Industry Regulatory Compliance ▶ Performance Measurement Services ▶ Procurement Systems Reviews ▶ Profit and Efficiency Studies ▶ Staff Training/Seminars	▶ Business Impact Analysis ▶ Data Analytics ▶ Disaster Recovery ▶ Cyber Security Penetration Testing ▶ Cyber Security Reviews ▶ Cyber Security Training ▶ Cloud Migration Analysis ▶ IT Risk Assessment ▶ Pre- and Post- System Implementation Reviews ▶ Systems Implementation	▶ Contract Closeout Audits ▶ Debt Covenant Letters ▶ Evaluation of Corrective Action Plans ▶ Forensic Audits ▶ Grant Reviews & Audits ▶ SSAE 18 SOC 1 Reports ▶ Subrecipient Monitoring ▶ Yellow-Book Performance Audits

Rates for Additional Services will be as follows: Partner - \$250, Manager - \$160, Senior - \$125, Staff - \$100 and Paraprofessional - \$75.



Audit Committee Summary Ranking Sheet
RFP 2020-FIN-02

	Chairwoman	Member 1	Member 2	Member 3	Total	Rank Order
Berman Hopkins	4	4	3	4	15	4
Cherry Bekaert	3	5	5	4	17	5
CRI (Carr Riggs & Ingram)	2	2	1	2	7	2
James Moore	1	1	2	1	5	1
McDimit Davis	3	3	4	3	13	3

Printed Name

Signature

Stella L. Gurnee
Finance Director

RFP 2020-FIN-02- Auditing Services

8/13/2020 13:30

Individual Grading Sheet

Company Name	Firm's Expertise and Experience	Audit Approach	Cost	Local Vendor Preference	TOTAL	Rank Order
	50 points available	20 points available	25 points available	5 points available	100 total points	
Berman Hopkins	40	20	20	0	80	4
Cherry Bekaert	50	15	19	0	84	3
CRI (Carr Riggs & Ingram)	50	20	20	0	90	2
James Moore	50	20	21	0	91	1
McDermitt Davis	50	9	25	0	84	3

DECLARATION OF CONFIDENTIALITY, NON-DISCLOSURE, AND NO CONFLICT OF INTEREST

I acknowledge the importance of confidentiality, non-disclosure and no conflict of interest in the above-mentioned procurement. I affirm that I will maintain confidentiality and not divulge any information concerning this procurement to any person who has not similarly executed a declaration, including number of Proposals received, the names of proposers and all evaluation discussions, until after the award of contract.

DECLARATION

I understand that a copy of this Declaration will be placed in the Procurement file. I also certify that, to the best of my knowledge, I do not have a conflict of interest, as:

- No member of my immediate family, including my spouse/partner, has any substantial direct or indirect financial interest in the Contract or any of the proposers (listed above).
- I have not sought employment by nor am I being considered for employment by the proposers or its affiliates or subcontractors.
- I will not solicit or accept gifts, gratuities, favors or anything of monetary value from the proposers, its affiliates or subcontractors.

Evaluator:

Bridgette Weissner

Printed Name

Signature



RFP 2020-FIN-02- Auditing Services

8/13/2020 13:30

Individual Grading Sheet

Company Name	Firm's Expertise and Experience	Audit Approach	Cost	Local Vendor Preference	TOTAL	Rank Order
	50 points available	20 points available	25 points available	5 points available	100 total points	
Berman Hopkins	35	10	10	0	55	4
Cherry Bekaert	30	15	5	0	50	5
CRI (Carr Riggs & Ingram)	45	15	20	0	80	2
James Moore	50	20	15	0	85	1
McDermitt Davis	40	10	25	0	75	3

DECLARATION OF CONFIDENTIALITY, NON-DISCLOSURE, AND NO CONFLICT OF INTEREST

I acknowledge the importance of confidentiality, non-disclosure and no conflict of interest in the above mentioned procurement. I affirm that I will maintain confidentiality and not divulge any information concerning this procurement to any person who has not similarly executed a declaration, including number of Proposals received, the names of proposers and all evaluation discussions, until after the award of contract.

DECLARATION

I understand that a copy of this Declaration will be placed in the Procurement file. I also certify that, to the best of my knowledge, I do not have a conflict of interest, as:

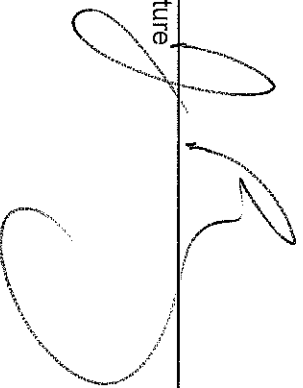
- No member of my immediate family, including my spouse/partner, has any substantial direct or indirect financial interest in the Contract or any of the proposers (listed above).
- I have not sought employment by nor am I being considered for employment by the proposers or its affiliates or subcontractors.
- I will not solicit or accept gifts, gratuities, favors or anything of monetary value from the proposers, its affiliates or subcontractors.

Evaluator:

JOHN LEWIS

Printed Name

Signature



RFP 2020-FIN-02- Auditing Services

8/13/2020 13:30

Individual Grading Sheet

Company Name	Firm's Expertise and Experience	50 points available	Audit Approach	20 points available	Cost	25 points available	Local Vendor Preference	5 points available	100 total points	Rank Order
Berman Hopkins		40		16		10		0	66	3
Cherry Bekaert		30		14		5		0	49	5
CRI (Carr Riggs & Ingram)		50		20		15		0	85	1
James Moore		45		18		20		0	83	2
McDimit Davis		35		12		25		0	72	4

DECLARATION OF CONFIDENTIALITY, NON-DISCLOSURE, AND NO CONFLICT OF INTEREST

I acknowledge the importance of confidentiality, non-disclosure and no conflict of interest in the above mentioned procurement. I affirm that I will maintain confidentiality and not divulge any information concerning this procurement to any person who has not similarly executed a declaration, including number of Proposals received, the names of proposers and all evaluation discussions, until after the award of contract.

DECLARATION

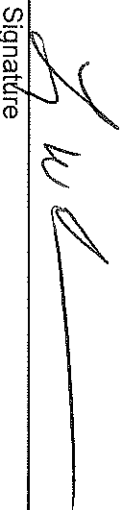
I understand that a copy of this Declaration will be placed in the Procurement file. I also certify that, to the best of my knowledge, I do not have a conflict of interest, as:

- No member of my immediate family, including my spouse/partner, has any substantial direct or indirect financial interest in the Contract or any of the proposers (listed above).
- I have not sought employment by nor am I being considered for employment by the proposers or its affiliates or subcontractors.
- I will not solicit or accept gifts, gratuities, favors or anything of monetary value from the proposers, its affiliates or subcontractors.

Evaluator:



Printed Name



Signature

RFP 2020-FIN-02- Auditing Services

8/13/2020 13:30

Individual Grading Sheet

(3)

Company Name	Firm's Expertise and Experience 50 points available	Audit Approach 20 points available	Cost 25 points available	Local Vendor Preference 5 points available	TOTAL 100 total points	Rank Order
Berman Hopkins	30	5	20	0	55	4
Cherry Bekaert	35	10	10	0	55	4
CRJ (Carr Riggs & Ingram)	45	15	20	0	80	2
James Moore	50	20	20	0	90	1
McDermitt Davis	40	5	25	0	70	3

DECLARATION OF CONFIDENTIALITY, NON-DISCLOSURE, AND NO CONFLICT OF INTEREST

I acknowledge the importance of confidentiality, non-disclosure and no conflict of interest in the above mentioned procurement. I affirm that I will maintain confidentiality and not divulge any information concerning this procurement to any person who has not similarly executed a declaration, including number of Proposals received, the names of proposers and all evaluation discussions, until after the award of contract.

DECLARATION

I understand that a copy of this Declaration will be placed in the Procurement file. I also certify that, to the best of my knowledge, I do not have a conflict of interest, as:

No member of my immediate family, including my spouse/partner, has any substantial direct or indirect financial interest in the Contract or any of the proposers (listed above).

I have not sought employment by nor am I being considered for employment by the proposers or its affiliates or subcontractors.

I will not solicit or accept gifts, gratuities, favors or anything of monetary value from the proposers, its affiliates or subcontractors.

Evaluator:

Printed Name LAURIE TAYLOR

Signature

[Signature]



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

8.C.1

MEETING DATE: September 9, 2020
FROM: Valerie Manning
SUBJECT: A Resolution of the City of Holly Hill, Florida, Supporting Placing
the Renewal of the ECHO Grant and the Volusia Forever
Land Acquisition Grant Program on the 2020 Ballot.
NUMBER: 2020-R-45
APPLICANT:
PLANNER:

DISCUSSION:

This Resolution is in support of placing the Renewal of the ECHO Grant and the Volusia Forever Land Acquisition Grant Program on the 2020 ballot.

STAFF RECOMMENDATION:

Approve as submitted by staff.

COMMISSION GOAL:

Goal #2: Enhance City aesthetics through beautification and maintenance of city property and public rights of way, consistent enforcement of zoning and property maintenance codes, and development of reasonable design standards and a corresponding process which is applicable to all new developments and business improvements in the city.

MOTION:

APPROVE THE RESOLUTION FROM THE CITY OF HOLLY HILL SUPPORTING PLACING THE RENEWAL OF THE ECHO GRANT AND THE VOLUSIA FOREVER LAND ACQUISITION GRANT PROGRAM ON THE 2020 BALLOT.

ATTACHMENTS:

- Volusia League of Cities Memo - ECHO Grant - 2020 Ballot (PDF)

Resolution No. 2020-45**A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, SUPPORTING PLACING THE RENEWAL OF THE ECHO GRANT AND THE VOLUSIA FOREVER LAND ACQUISITION GRANT PROGRAM ON THE 2020 BALLOT.**

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, SUPPORTING PLACING THE RENEWAL OF THE ECHO GRANT AND THE VOLUSIA FOREVER LAND ACQUISITION GRANT PROGRAM ON THE 2020 BALLOT.

WHEREAS, the Volusia League of Cities recognizes citizens voted in 2010, to pay 1/5 mil in property taxes for each of these two initiatives for 20 years; and

WHEREAS, ECHO and Volusia Forever are set to expire after 2020; and

WHEREAS, municipalities, historical societies, museums, parks, event venues, sports complexes, trails systems, preserves, and residents in our County have benefited from these grants programs; and

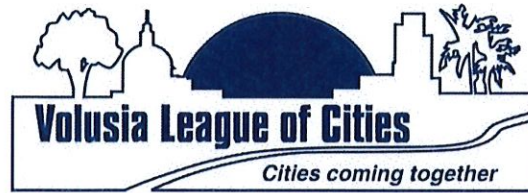
WHEREAS, during this time of pandemic sheltering, the county trail system has been needed recreation and relaxation and communing with nature; and

WHEREAS, time is needed for ballot issues to be studied, presented to the public, and promoted to the public.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill hereby supports placing the Renewal of the ECHO Grant and the Volusia Forever Land Acquisition Grant Program on the 2020 Ballot.

APPROVED AND AUTHENTICATED on this 9th day of SEPTEMBER, 2020.



August 31, 2020

Hello Volusia League of Cities Members,

I am writing on behalf of the Volusia League of Cities Executive Board. As you are aware, the ECHO Grant and Volusia Forever Land Acquisition Grant renewal will be on the 2020 ballot.

Earlier this year, the Volusia League of Cities Executive Board of Directors sent the enclosed Resolution of Support to the Volusia County Council. We are happy that the County voted to place this on the ballot. **We are now requesting that each of the 16 cities in Volusia County also support this measure. We request you take an active role in educating your citizens about the importance and impact of these grants, so that they can be informed voters.**

If you have any questions, please do not hesitate to contact me at: Mari.Rains@ucf.edu or 407.882.3960

Sincerely,

A handwritten signature in blue ink, appearing to read "Mari Rains", is located below the "Sincerely," text.

Mari Rains
Executive Director
On behalf of the Volusia League of Cities Executive Board