CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA ● NOVEMBER 12, 2024

City Commission ChamberReg. CC Meeting/Installation of Elected Officials **6:00 PM**

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

HOLLY HILL
FLORIDA

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

CITY COMMISSION MEMBERS

Mayor
John Penny

District 1 - Commissioner
Debra Snow

District 2 – Commissioner
Penny Currie

District 3 – Commissioner
Jeffrey DeLanoy

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 Debra Snow
c. Pledge of Allegiance

2. INSTALLATION & OATH OF OFFICE OF ELECTED OFFICIALS - 2024 MUNICIPAL ELECTION

3. REORGANIZATION OF CITY COMMISSION

A. Selection of Vice-Mayor
B. Appointment to Board - Transportation Planning Organziation (TPO) & Alternate Board Member

4. PRESENTATIONS

A. Police Department Swearing-In - Officer Elijah Reed

5. PUBLIC COMMENTS

6. APPROVAL OF MINUTES

1. Minutes - October 22, 2024 Regular City Commission Meeting and October 23, 2024 Workshop, and the October 30, 2024 Workshop

   (Requested by Valerie Manning, City Clerk)

7. CONSENT AGENDA - ITEMS (1 - 8)

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 –2024-R-88 A Resolution of the City of Holly Hill, Florida, Approving the Piggyback of Florida Sheriff's Association Contract FSA23-EQU21.0 with Ring Power Corporation for the Purchase of a Caterpillar 420 Backhoe Loader at a Cost of $144,296 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

2. Resolution –2024-R-89 A Resolution of the City Commission of the City of Holly Hill, Florida, Accepting a Grant Agreement from Florida Inland Navigation District for 50% of the Cost of the Construction of a Replacement Bulkhead at Riverside Park Up to a Maximum Amount of $440,000 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

3. Resolution –2024-R-90 A Resolution of the City Commission of the City of Holly Hill, Florida, Awarding the Contract for Lift Station #4 Replacement to All State Civil Construction in the Amount of $923,705.00 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

4. Resolution –2024-R-91 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the Use of Pace Analytical Services, Inc., for Various Water and Waste Water Laboratory Testing as a Sole Source Provider, Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

5. Resolution –2024-R-92 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute the Task Order with Mead and Hunt, Inc., for Engineering Services for Wastewater Plant Improvements Associated with Sahfi Grant Facility Plan in the Amount of $1,026,834.00; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

6. Resolution –2024-R-93 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute a Lease Agreement with Pictona at Holly Hill for the Property Located at 1066 Ridgewood Avenue, Holly Hill, FL; Providing for Severability; and Providing for an Effective Date.

   (Requested by Joseph Forte, City Manager)

7. Resolution –2024-R-94 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Task Order for Lift Station #18 Remedial Improvements Under the Piggyback of the City of Clermont, FL Agreement No. 2023-071, for Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation with Danus Utilities, Inc., for $67,751.50 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

8. Assistance to Firefighters Grant FY2023 Memorandum of Understanding with the City of Daytona Beach and the City of Ormond Beach for the Procurement of a Mobile Breathing Air Trailer

   (Requested by Valerie Manning, City Clerk)

8. REGULAR AGENDA

1. Resolution –2024-R-95 A Resolution of the City of Holly Hill, Florida, Amending the Fiscal Year 2024-2025 Annual Operating Budget, Appropriating Open Encumbrances and Project Carry Over Funds from the Fiscal Year 2023-2024 to the Fiscal Year 2024-2025 Budget; Setting Forth Revenues and Expenditures; Providing for Severability; and Providing for an Effective Date.

   (Requested by Michele Moore, Finance)

2. Resolution –2024-R-96 A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Amending the Adopted Budget for the City of Holly Hill for the Fiscal Year 2023 - 2024; and Providing for Severability; and Providing for an Effective Date.

   (Requested by Michele Moore, Finance)

3. 2024-2025 VOCA Agreement Victims of Crime Act (VOCA) VOCA-2024-2025 Holly Hill Police Department

   (Requested by Michele Moore, Finance)

9. PUBLIC HEARINGS

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. Ordinance –2024-O-3079 SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Amending the Official Zoning Map to Designate the Property Described in Exhibit "A" from CC-1 (Commercial Corridor District) to Business Planned Unit Development (BPUD) (Business Planned Unit Development); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

   (Requested by Brian Walker, Board of Planning and Appeals)

10. COMMUNICATIONS

A. City Manager Comments
B. City Attorney Comments
C. Mayor's Comments
D. City Commission Comments

11. 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
Agenda Item

MEETING DATE: November 12, 2024
FROM: Valerie Manning
SUBJECT: Minutes - October 22, 2024 Regular City Commission Meeting and October 23, 2024 Workshop, and the October 30, 2024 Workshop
NUMBER: (ID # 4682)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the October 22, 2024 regular City Commission meeting, October 23, 2024 workshop and the October 30, 2024 workshop.

MOTION:

Approve all three sets of minutes as submitted by staff.

- Minutes - October 22, 2024 - Regular City Commission meeting (PDF)
- Minutes - October 23, 2024 - Workshop - Status of Capital Projects and Future Projects (PDF)
- Minutes - October 30, 2024 - Workshop - Stormwater History & Challenges (PDF)

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • OCTOBER 22, 2024

City Commission Chamber **Regular City Commission Meeting** **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

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	

b. Invocation by Mayor Chris Via
Mayor Via led the invocation.

c. Pledge of Allegiance
Mayor Via led the Pledge of Allegiance to the Flag.

2. PRESENTATIONS

A. American Legion Post 120 - Presentation to Mayor Chris Via
Postponed to November 8, 2024, per the request of Mayor Via.

B. Government Finance Officers Association - Award of Excellence

1.

Government Finance Officers Association - Award of Excellence

(Requested by Valerie Manning, City Clerk)

RESULT: **NO VOTE NEEDED**

3. PUBLIC COMMENTS

The following individuals spoke to the Mayor and City Commissioners sharing their frustrations and concerns as it pertains to the flooding and sewage problems from Hurricane Milton (Holly Hill residents):

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Scott Singler, Traci Anderson, Tom Chaney, Robert Arnold, Alice Peller, Lynn Smith, Christian George, Kyle Stickney, Francesca Benner, Daniel Watkins, Branimir and Bilyana Mavro, Mary Nichols, Terry D.- Carswell Avenue, Dennis Smith, Jim Legary, Luke – Graham Avenue, Jeff Cahill, Kippie – Magnolia Avenue, Blake H. – tenant on Carswell Avenue, Gabriel Varga, Joe Jacobson, Laura Bradshaw, Robin Hanger, Charlotte Baumgart, Ed Philly and Ellen Borger, Julia Williams and Ron Hillman.

4. APPROVAL OF MINUTES

1.

Minutes - October 8, 2024 Regular City Commission Meeting

(Requested by Valerie Manning, City Clerk)
Mayor Via opened public participation. No one spoke.

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

Enacted and approved this 22nd day of October, 2024, in Holly Hill

5. CONSENT AGENDA - ITEMS (1 - 8)

Mayor Via stated that he would like to pull Consent Agenda items 6 and 7 for further discussion. Mayor Via asked if there was any member from the City Commission that wished to pull any other item for further discussion. There was no one. There was no public participation for the remaining Consent Agenda items 1, 2, 3, 4, 5, and 8.

1. –2024-R-80 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Adopting the National Institute of Standards and Technology Cybersecurity Framework and Authorize the Chief Technology Officer to Complete the Local Governance Cybersecurity Standards Attestation Form Via the Florida Digital Service Online Portal Before January 1, 2025 Deadline; Providing for Severability; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

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

RESOLUTION
2024-R-80
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, ADOPTING THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY CYBERSECURITY FRAMEWORK AND AUTHORIZE THE CHIEF TECHNOLOGY OFFICER TO COMPLETE THE LOCAL GOVERNANCE CYBERSECURITY STANDARDS ATTESTATION FORM VIA THE FLORIDA DIGITAL SERVICE ONLINE PORTAL BEFORE JANUARY 1, 2025 DEADLINE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, ADOPTING THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY CYBERSECURITY FRAMEWORK AND AUTHORIZE THE CHIEF TECHNOLOGY OFFICER TO COMPLETE THE LOCAL GOVERNANCE CYBERSECURITY STANDARDS ATTESTATION FORM VIA THE FLORIDA DIGITAL SERVICE ONLINE PORTAL BEFORE THE JANUARY 1, 2025 DEADLINE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statute 282.3185(4) Cybersecurity Standards states the following:

() Each local government shall adopt cybersecurity standards that safeguard its data, information technology, and information technology resources to ensure availability, confidentiality, and integrity. The cybersecurity standards must be consistent with generally accepted best practices for cybersecurity, including the National Institute of Standards and Technology Cybersecurity Framework.

() Each county with a population of 75,000 or more must adopt the cybersecurity standards required by this subsection by January 1, 2024. Each county with a population of less than 75,000 must adopt the cybersecurity standards required by this subsection by January 1, 2025.

() Each municipality with a population of 25,000 or more must adopt the cybersecurity standards required by this subsection by January 1, 2024. Each municipality with a population of less than 25,000 must adopt the cybersecurity standards required by this subsection by January 1, 2025.

() Each local government shall notify the Florida Digital Service of its compliance with this subsection as soon as possible.

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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 adoption of the National Institute of Standards and Technology Cybersecurity Framework and authorize the Chief Technology Officer to complete the Local Governance Cybersecurity Standards Attestation Form via the Florida Digital Service online portal before the January 1, 2025, deadline to affirm that required standards have been adopted.

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 22nd day of OCTOBER, 2024.

Enacted and approved this 22nd day of October, 2024, in Holly Hill

2. -2024-R-81 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute Change Order No. 2 with Parker Mynchenberg & Associates, Inc., to Include Construction Administration Services for the 10Th Street Sewer Main Extension Project in an Amount Not to Exceed $6,075.00; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

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

RESOLUTION
2024-R-81
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NO. 2 WITH PARKER MYNCHENBERG & ASSOCIATES, INC., TO INCLUDE CONSTRUCTION ADMINISTRATION SERVICES FOR THE 10TH STREET SEWER MAIN EXTENSION PROJECT IN AN AMOUNT NOT TO EXCEED $6,075.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE

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CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NO. 2 WITH PARKER MYNCHENBERG & ASSOCIATES, INC., TO INCLUDE CONSTRUCTION ADMINISTRATION SERVICES FOR THE 10TH STREET SEWER MAIN EXTENSION PROJECT IN AN AMOUNT NOT TO EXCEED $6,075.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City desires to extend the sewer force main at 10th Street further west across Nova Road; and

WHEREAS, the City entered into a Professional Consultant Services Agreement for Engineering/CEI Services with Parker Mynchenberg & Associates, Inc., for this project on September 26, 2023 through Resolution No 2023-R-46; and

WHEREAS, Parker Mynchenberg & Associates, Inc., has provided change order No. 2 for $6,075.00 to include construction administration, inspection and closeout services.

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 execute Change Order Number 2 Parker Mynchenberg & Associates, Inc., to include construction administration, inspection and closeout services for the 10th Street Sewer Main Extension Project in an amount not to exceed $6,075.00; bringing the total cost of engineering/CEI to $60,012.00.

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 22nd day of OCTOBER, 2024.

Enacted and approved this 22nd day of October, 2024, in Holly Hill

3. 2024-R-82 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Price Agreements for the Purchase of the Fiscal Year 2024-2025 Supply of Water and Wastewater Treatment Chemicals 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)

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

RESOLUTION
2024-R-82
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PRICE AGREEMENTS FOR THE PURCHASE OF THE FISCAL YEAR 2024-2025 SUPPLY OF WATER AND WASTEWATER TREATMENT CHEMICALS 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 PRICE AGREEMENTS FOR THE PURCHASE OF THE FISCAL YEAR 2024-2025 SUPPLY OF WATER AND WASTEWATER TREATMENT CHEMICALS 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.

WHEREAS, the City of Holly Hill is in need of chemicals for water and wastewater treatment; and

WHEREAS, the City has secured pricing agreements utilizing various procurement methods permitted under the City's purchasing guidelines; and

WHEREAS, The City Purchasing Administrator advertised the products for purchase pursuant to Florida Statute 287.057(5)(c), for a period of seven (7) business days. and

WHEREAS, By Policy 2.24 section F of the Holly Hill purchasing policy manual; "Standardization procurement is exempt from bidding procedures"; and

WHEREAS, the City Commission approves the price agreements for the purchase of Fiscal Year 2024-2025 supply of water and wastewater treatment chemicals for the Public Works Department.

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

SECTION 1. That the City Commission does hereby approve price agreements for the purchase of the Fiscal Year 2024-25 supply of water and wastewater treatment chemicals for the Public Works Department and authorizes City Manager to execute any necessary price agreements.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution

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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 the 22nd day of OCTOBER, 2024.

Enacted and approved this 22nd day of October, 2024, in Holly Hill

4. –2024-R-83 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Repair of the Sewer Main at 2Nd Street and Carswell Avenue by Black Sands Development, LLC, at a Cost of $110,206.90 and Authorize the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

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

RESOLUTION
2024-R-83
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE REPAIR OF THE SEWER MAIN AT 2ND STREET AND CARSWELL AVENUE BY BLACK SANDS DEVELOPMENT, LLC, AT A COST OF $110,206.90 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE REPAIR OF THE SEWER MAIN AT 2ND STREET AND CARSWELL AVENUE BY BLACK SANDS DEVELOPMENT, LLC AT A COST OF $110,206.90 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, a depression in the road has happened multiple times in the area of 2nd Street and Carswell Avenue; and

WHEREAS, city employees have repaired the sewer main two times; and

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WHEREAS, city staff believes the breaks will continue until the sewer main is replaced; and

WHEREAS, the City entered into a contract with Black Sands Development Group, LLC for infrastructure construction and restoration service on February 24, 2024; and

WHEREAS, Black Sands Development Group, LLC has submitted a bid task for this repair in the amount of $110,206.90 for the repair of the sewer main; and

WHEREAS, staff recommends the approval of the task order for the repair of the sewer main.

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 task order for the repair of the sewer main in the amount of $110,206.90 and authorize the City Manager to execute the same.

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 22nd day of OCTOBER, 2024.

Enacted and approved this 22nd day of October, 2024, in Holly Hill

5. -2024-R-84 Resolution

A Resolution of the City of Holly Hill, Florida, Approving the Piggyback of Charlotte County Contract #2021000541, Awarding the Purchase of (4) 2024 Police Vehicles from Bartow Ford at a Cost of $211,144.11 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

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

RESOLUTION
2024-R-84
A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF CHARLOTTE COUNTY CONTRACT #2021000541, AWARDING THE PURCHASE OF (4) 2024 POLICE VEHICLES FROM BARTOW FORD AT A COST OF $211,144.11 AND AUTHORIZING THE CITY MANAGER TO EXECUTE

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THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF CHARLOTTE COUNTY CONTRACT #2021000541, AWARDING THE PURCHASE OF (4) 2024 POLICE VEHICLES FROM BARTOW FORD AT A COST OF $211,144.11 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, two Police Interceptors, one Police Explorer, and one Police F-150 vehicles were approved to be purchased in the adopted fiscal year 2024-2025 budget in keeping with the Fleet vehicle replacement plan; and

WHEREAS, the City of Holly Hill desires to purchase the vehicles under Charlotte County Vehicle Purchase contract #2021000541, under the same terms and applicable conditions as that agreement; and

WHEREAS, Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form inter-governmental 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.); and

WHEREAS, pursuant to the City's purchasing policy, "piggyback" contracts are allowed for existing government contracts; and

WHEREAS, the City Commission of the City now desires to authorize and approve the form of the contract by Charlotte County and any other related documents; and

WHEREAS, the City has determined that in this circumstance, piggybacking onto an agreement entered into by the Charlotte County, is the most economically advantageous way to procure these goods and services; and

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

SECTION 1. Pursuant to the City's purchasing policy, "piggyback" contracts are allowed for existing government contracts.

SECTION 2. It is hereby ascertained, determined and declared that it is in the best interest of the City to enter into a contract with Bartow Ford for the purchase of Police Interceptor vehicles and equipment.

SECTION 3. SEVERABILITY. If any section or portion of a section of this

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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 22th day of OCTOBER 2024.

Enacted and approved this 22nd day of October, 2024, in Holly Hill

6. -2024-R-85 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Establishing a "Not to Exceed" Price of $1,000,000 with Phillips & Jordan, Inc., for the Provision of Debris Hauling Services Following Hurricane Milton, Establishing a "Not to Exceed" Price of $400,000 with Tetra-Tech, Inc., for the Provision of Debris Monitoring Services Following Hurricane Milton, and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Michele Moore, Finance)
Mayor Via opened public participation.

Gabriel Varga, Daytona Beach.

Mayor Via closed public participation.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	Roy Johnson, District 4 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION
2024-R-85
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, ESTABLISHING A "NOT TO EXCEED" PRICE OF $1,000,000 WITH PHILLIPS & JORDAN, INC., FOR THE PROVISION OF DEBRIS HAULING SERVICES FOLLOWING HURRICANE MILTON, ESTABLISHING A "NOT TO EXCEED" PRICE OF $400,000 WITH TETRA-TECH, INC., FOR THE PROVISION OF DEBRIS MONITORING SERVICES FOLLOWING HURRICANE MILTON, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, ESTABLISHING A "NOT TO EXCEED" PRICE OF $1,000,000 WITH PHILLIPS & JORDAN, INC., FOR THE PROVISION OF

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DEBRIS HAULING SERVICES FOLLOWING HURRICANE MILTON, ESTABLISHING A "NOT TO EXCEED" PRICE OF $400,000 WITH TETRA-TECH, INC., FOR THE PROVISION OF DEBRIS MONITORING SERVICES FOLLOWING HURRICANE MILTON, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has an active agreement with Phillips & Jordan, Inc., for the provision of disaster debris hauling services; and

WHEREAS, the City has an active agreement with Tetra-Tech, Inc., for the provision of disaster debris monitoring services; and

WHEREAS, "Not to Exceed" prices need to be established for both Phillips & Jordan, Inc., and Tetra Tech, Inc., in order to provide a fiscal limit for time and materials contracts.

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 establish a not to exceed price of $1,000,000 with Phillips & Jordan for the provision of debris hauling services, and authorize the City Manager to execute the same.

SECTION 2. That the City Commission of the City of Holly Hill establish a not to exceed price of $400,000 with Tetra-Tech, Inc., for the provision of debris monitoring services, and authorize the City Manager to execute the same.

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 22nd day of OCTOBER, 2024.

Enacted and approved this 22nd day of October, 2024, in Holly Hill

7. -2024-R-86 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute an Addendum to Agreement RFP 19-PW-16 with Phillips & Jordan, Inc., for Emergency Debris Hauling; Providing for Severability; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

Attachment: Minutes - October 22, 2024 - Regular City Commission meeting (4682 : Minutes)

Mayor Via opened public participation. No one spoke.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	Roy Johnson, District 4 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION
2024-R-86
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN ADDENDUM TO AGREEMENT RFP 19-PW-16 WITH PHILLIPS & JORDAN, INC., FOR EMERGENCY DEBRIS HAULING; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN ADDENDUM TO AGREEMENT RFP 19-PW-16 WITH PHILLIPS & JORDAN, INC., FOR EMERGENCY DEBRIS HAULING, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the current agreements for emergency debris hauling and emergency debris monitoring were renewed by the City Commission on May 28, 2024; and

WHEREAS, the City and Contractor needed to clarify the fee schedule with regard to Leaners, Hangers, and Stumps and to include a compaction rate for C&D material.

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

SECTION 1. That the City Commission does hereby approve the addendum to agreement RFP 19-PW-16 with Phillips & Jordan, Inc., for emergency debris hauling attached hereto marked as Exhibit A.

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 22nd day of OCTOBER, 2024.

Attachment: Minutes - October 22, 2024 - Regular City Commission meeting (4682 : Minutes)

Enacted and approved this 22nd day of October, 2024, in Holly Hill

8.

Fully Insured Group Insurance and Ancillary Lines of Coverage - January 1, 2025 - December 31, 2025

(Requested by Valerie Manning, City Clerk)

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

Enacted and approved this 22nd day of October, 2024, in Holly Hill

6. REGULAR AGENDA

1. -2024-R-78 Resolution

A Resolution of the City of Holly Hill, Florida, Awarding the Naming Rights Of the Building Located at 1060 Ridgewood Avenue to Florida Health Care Plans, Inc., Providing for Severability; Providing for Conflicting Resolutions; And Providing for an Effective Date.

(Requested by Joseph Forte, City Manager)
Mayor Via opened public participation.

Gabriel Varga, Daytona Beach and Jim Legary, Holly Hill.

Mayor Via closed public participation.

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

RESOLUTION
2024-R-78
A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING THE NAMING RIGHTS OF THE BUILDING LOCATED AT 1060 RIDGEWOOD AVENUE TO FLORIDA HEALTH CARE PLANS, INC., PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

Attachment: Minutes - October 22, 2024 - Regular City Commission meeting (4682 : Minutes)

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING THE NAMING RIGHTS OF THE BUILDING LOCATED AT 1060 RIDGEWOOD AVENUE TO FLORIDA HEALTH CARE PLANS, INC.; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City of Holly Hill is the Owner with an address of 1065 Ridgewood Avenue, Holly Hill, FL 32117; Pictona is the Tenant with an address of 1060 Ridgewood Avenue, Holly Hill, FL 32117, Florida; and, Florida Health Care Plan, Inc., is the Sponsor with an address of 2450 Mason Avenue, Daytona Beach, FL 32114; and

WHEREAS, the Tenant and the Owner has the right to designate the name of the building and facilities located at 1066 Ridgewood Avenue, Holly Hill, FL 32117 (the "Facility"); and

WHEREAS, Owner and Tenant have entered into a real property lease agreement and a management services agreement for Facility; and

WHEREAS, Sponsor would like to acquire the right to name the Facility from the Owner and Tenant; and

WHEREAS, in consideration of the foregoing and mutual promises set forth in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

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

SECTION 1. That the City Commission authorizes the City Manager to execute the Naming Rights Agreement To Protect the Brands document.

SECTION 2. That if any section, subsection, sentence, clause, phrase, or portion of this resolution, or application hereof, is for any reason held invalid or unconstitutional by an 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 Resolutions made in conflict with this Resolution are hereby repealed.

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

APPROVED AND AUTHENTICATED on this 8th day of OCTOBER, 2024.

Enacted and approved this 22nd day of October, 2024, in Holly Hill

Attachment: Minutes - October 22, 2024 - Regular City Commission meeting (4682 : Minutes)

2. –2024-R-87 Resolution

A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Providing for a Temporary Waiver of Building Permit Fees for Anticipated Repairs to Building or Structural Damage Caused by Hurricane Milton; Providing for an Intent and Purpose of This Resolution; Providing for a Filing Period for Eligible Building Permit Applications; Providing for Severability; and Providing for an Effective Date.

(Requested by Brian Walker, Board of Planning and Appeals)
Mayor Via opened public participation. No one spoke.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	Roy Johnson, District 4 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION
2024-R-87
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, PROVIDING FOR A TEMPORARY WAIVER OF BUILDING PERMIT FEES FOR ANTICIPATED REPAIRS TO BUILDING OR STRUCTURAL DAMAGE CAUSED BY HURRICANE MILTON; PROVIDING FOR AN INTENT AND PURPOSE OF THIS RESOLUTION; PROVIDING FOR A FILING PERIOD FOR ELIGIBLE BUILDING PERMIT APPLICATIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA; PROVIDING FOR A TEMPORARY WAIVER OF BUILDING PERMIT FEES FOR ANTICIPATED REPAIRS TO BUILDING OR STRUCTURAL DAMAGE CAUSED BY HURRICANE MILTON; PROVIDING FOR AN INTENT AND PURPOSE OF THIS RESOLUTION; PROVIDING FOR A FILING PERIOD FOR ELIGIBLE BUILDING PERMIT APPLICATIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Hurricane Milton has caused extensive damage to properties within the geographic area of the City of Holly Hill; and

WHEREAS, the City Commission previously established a schedule of building permits fees by Resolution; and

WHEREAS, in order to expedite the repairs required as a result of the anticipated damage caused by Hurricane Milton and to provide relief to property owners suffering from hurricane related hardships, the City Commission desires to temporarily waive

Attachment: Minutes - October 22, 2024 - Regular City Commission meeting (4682 : Minutes)

building permit fees for permit applications related to repairing such damage; and

WHEREAS, this Resolution is adopted pursuant to the Florida Municipal Home Rule Powers Act, Section 166.222, Florida Statutes, and the emergency powers vested in the City Commission pursuant to all applicable law; and

WHEREAS, the City Commission hereby finds that this Resolution is in the best interests of the citizens and businesses of the City of Holly Hill.

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

SECTION 1. Recitals. The foregoing recitals are hereby fully incorporated herein by this reference and are deemed a material part of this Resolution.

SECTION 2. Intent and Purpose. It is the intent and purpose of this Resolution to only address building or structural damage directly caused by Hurricane Milton. This Resolution is not intended to apply to building permit applications filed with the City that are not related to repairing building or structural damage caused by Hurricane Milton. To the extent that a particular building or structure was substantially destroyed by Hurricane Milton and is beyond repair according to the City's building official, a new replacement building or structure on the same property as the substantially destroyed building or structure shall be considered a repair under this Resolution.

SECTION 3. Temporary Waiver of Building Permit Fees. The City Commission of the City of Holly Hill hereby provides that building permit fees are hereby waived for any building permit application filed with the City by an Owner/Builder only, related to repairing building or structural damage caused by Hurricane Milton. All such applications must be filed with the City's Building Department on or after October 10, 2024, but no later than December 1, 2024. Permit fees are not waived for a contractor obtaining a permit to do work for a 3rd party. For purposes of granting the building permit fee waiver, the building official or his or her designee shall be responsible for verifying that the repairs being permitted are directly related to damage caused by Hurricane Milton. Notwithstanding the fee waiver authorized by this Section, all building application, licensing, insurance, inspection, and other building permit conditions required by law shall apply.

SECTION 4. 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 5. Effective Date. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 22nd day of OCTOBER, 2024.

Enacted and approved this 22nd day of October, 2024, in Holly Hill

Attachment: Minutes - October 22, 2024 - Regular City Commission meeting (4682 : Minutes)

7. PUBLIC HEARINGS

1. –2024-O-3079 Ordinance

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

(Requested by Brian Walker, Board of Planning and Appeals)
Mayor Via asked the City Commissioners if there was any ex parte communication with the applicants. There was none. Commissioner Penny stated that he met the applicant, Nika K. Hosseini, tonight for the first time here at the meeting.
Mark Watts, Cobb Cole, the applicant, and present was Nika K. Hosseini, also the applicant, and Steve Buswell from Parker Mynchenberg and Associates, engineer, came forward to speak about considering the Ordinance to enact a rezone from CC-1 (Commercial Corridor District) to BPUD (Business Planned Unit Development), for approximately 1.544 acres located north of Mason Avenue, east of Daytona Avenue and South of 1st Street, approximately 430 feet west of Beach Street as Mason Avenue Storage facility. Mr. Watts stated they are requesting a rezone in order to develop a 40 foot tall, indoor, climate-controlled storage facility having a footprint of 33,262 square feet. They have submitted renderings, as well as, a preliminary plan and landscape plan. The overall project area consists of 12 parcels, two of which are developed with a building and parking area. The existing building will be demolished. The parcels will be combined into one parcel prior to site development.
Mayor Via opened public participation. No one spoke.

RESULT:	**APPROVED AT 1ST READING [4 TO 1]**	**Next: 11/12/2024 6:00 PM**
MOVER:	Penny Currie, District 2 - Commissioner	
SECONDER:	Roy Johnson, District 4 - Commissioner	
AYES:	Penny, Currie, Danio, Johnson	
NAYS:	Via	

8. COMMUNICATIONS

A. City Manager Comments
Mr. Forte took some time to thank Mayor Via and Commissioner Danio for their years of service to the city and said that it has been a pleasure working with the both of them. Mr. Forte reminded them about the workshop tomorrow at 4:00 PM on Capital Projects completed and future projects. On Wednesday, October 30th at 4:00 PM there is a workshop on stormwater. *(A copy of the meeting in its entirety is available on the city's YouTube channel or a copy on a CD in the City Clerk's office).*

Attachment: Minutes - October 22, 2024 - Regular City Commission meeting (4682 : Minutes)

B. City Attorney Comments

Attorney Simpson took some time to thank Mayor Via and Commissioner Danio for their years of service to the city and said that it has been a pleasure working with the both of them. *(A copy of the meeting in its entirety is available on the city's YouTube channel or a copy on a CD in the City Clerk's office).*

C. City Commission Comments

Commissioners Penny, Currie, and Johnson expressed their appreciation to Mayor Via and Commissioner Danio; enjoyed the many years of working together; and wished Mayor Via and Commissioner Danio all the best. *(A copy of the meeting in its entirety is available on the city's YouTube channel or a copy on a CD in the City Clerk's office).*

Commissioner Penny mentioned the car show that took place last weekend, good event and well attended.

D. Mayor's Comments

(in farewell comments)

9. FAREWELL COMMENTS

A. Mayor Chris Via

Mayor Via shared with the Commissioners, staff and the audience on his tenure as mayor. He reminded everyone that his Farewell gathering will be held on Friday, November 8th at 6:00 PM – 7:00 PM in the Commission Chambers. *(A copy of the meeting in its entirety is available on the city's YouTube channel or a copy on a CD in the City Clerk's office).*

B. City Commissioner John Danio

Commissioner Danio shared with the Commissioners, staff and the audience on his tenure as City Commissioner. *(A copy of the meeting in its entirety is available on the city's YouTube channel or a copy on a CD in the City Clerk's office).*

10. ADJOURNMENT

The meeting adjourned at approximately 10:20 PM.

Attachment: Minutes - October 22, 2024 - Regular City Commission meeting (4682 : Minutes)

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES ● OCTOBER 23, 2024

Large Conference Room | **Work Session** | **4:00 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

2. ROLL CALL

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

3. STATUS OF CAPITAL PROJECTS COMPLETED & FUTURE PROJECTS IN PROGRESS

1.

Status of Capital Projects, One Year of Past Projects Completed and Details on Future Projects in Progress

(Requested by Valerie Manning, City Clerk)
Antoine Khoury, Public Works Director/City Engineer and Steve Juengst, Public Works Administration Manager went over the city's Project Status Report spreadsheet and the new projects for FY2025 with the Mayor, City Commissioners and staff that were present. Also in attendance was Debra Snow, District 1 City Commissioner Elect. A copy of the spreadsheets are included with the agenda packet for this workshop. *(A copy of the workshop in its entirety is available on the city's YouTube channel or a copy on a CD in the City Clerk's office).*

4. ADJOURNMENT

The workshop was adjourned at approximately 5:10 PM.

Attachment: Minutes - October 23, 2024 - Workshop - Status of Capital Projects and Future Projects (4682 : Minutes)

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES ● OCTOBER 30, 2024

City Commission Chamber | **Work Session** | **4:00 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	City Commissioner	Present	
Penny Currie	City Commissioner	Present	
John C. Danio	City Commissioner	Present	
Roy Johnson	City Commissioner	Present	4:20 PM

2. STORMWATER HISTORY & CHALLENGES

1.

Stormwater History and Challenges

(Requested by Valerie Manning, City Clerk)
Antoine Khoury, Public Works Director/City Engineer shared and discussed the PowerPoint slides with the Mayor, City Commissioners, staff and the audience. The following slides were shown. *(A copy of this workshop in its entirety is available on the city's YouTube channel or available on CD upon request in the City Clerk's Office).*

- Hurricane Milton Update – Estimated 12" – 16.5" of rain during Milton's direct impacts Wednesday/Thursday
- Drainage – History of drainage in the city is not well documented or has been lost over the years
- City Drainage – The city's drainage is split between East and West of Ridgewood Avenue but all end up in the river – The east side drains directly, and the west side is collected and sent down to the river via LPGA/Nova Canal
- Halifax River – The Halifax River has risen about 5 inches since 1990 and will continue to rise at a rate of 0.14 inches per year according to the TPO River to Sea
- LPGA Canal – The LPGA Canal has four choke points that cause overtopping the ditch banks. Maintenance of this ditch is not regular.
- Outfalls – There are a total of 30 Outfalls along the Halifax River along Riverside Drive
- Pond Outfalls – All city ponds has to have an outfall into some type of ditch to be conveyed to LPGA canal. Ponds are not sized to hold a significant amount of rain from storm causing the need for an outfall.

Attachment: Minutes - October 30, 2024 - Workshop - Stormwater History & Challenges (4682 : Minutes)

- Budget – Stormwater budget for 2024 was $1,474,137.00 (including Capital Project Rollover) and for the coming year $1,164,270.00.
- Stormwater Projects – Currently, there is a major project to install backflow preventers on 7 outfalls along Riverside Drive from 2nd Street to 7th Street to prevent the high tides from flooding cost of $750,000. This year the city spent over $700,000 on storm sewer pipe cleaning, lining, and pipe replacements.
- Stormwater Projects (continued) - A major project is ready for construction to reduce flooding on Flomich, Alabama and connecting cul-de-sac in the area at a cost of $400,000. The city will spend over $300,000 on storms sewer pipe cleaning, lining, and pipe replacements in 2025. The city is completing a Vulnerability Study and it should be ready by December 2024, which will identify key threats to the city. With threats known to the city, the city can look for grants to assist with mitigation. The city has already applied for a $4.5 million grant to complete stormwater pipe lining.

  Hurricane Milton Assistance:

  Volusia County residents can apply for FEMA assistance at www.disasterassistance.org or calling 1-800-621-3362; FEMA also has an app available to file claims

  FEMA local assistance site TBD

  The state has an assistance information line open 24/7 at 1-800-342-3557. Additional state resources such as shelter information, food assistance and more at www.floridadisaster.org

  Free service for homeowners and permanently occupied rental properties www.blueroof.gov OR CALL: 1-888-ROOF-BLU (888-766-3258)

  City is waiving building permit fees for Milton-related repairs until December 1, 2024.

  Mr. Khoury also showed PDF's during the PowerPoint presentation to help explain and clarify the presentation to everyone.

  Josef Grusauskas, Deputy Director, Public Works-Utilities shared a PowerPoint pertaining to the Lift Station areas and concerns during Hurricane Milton. *(A copy of this workshop in its entirety is available on the city's YouTube channel or available on CD upon request in the City Clerk's Office).*

  Holly Hill Utility Lift Station Areas

- Number of Utility Lift Stations throughout the city – 32
- Uninterrupted service equipment – 8
- Lost service < 24 hours – 14
- Lost service > 24 hours – 3
- Required additional pumping – 8
- Flooded station – 11

  Slide/Pictures of Stormwater Flooded Lift Stations – LS #18 and LS #21

  Additional Contract Pumping was brought in to help

  Uninterrupted Service Equipment – Mobile Trailer mounted to by-pass pump and a stationary by-pass pump and stationary emergency generator was used to help

  Pictures/Slides shown of flooded areas at Public Works – Fleet Facility flooded, water facility flooded, and the wastewater facility flooded

Attachment: Minutes - October 30, 2024 - Workshop - Stormwater History & Challenges (4682 : Minutes)

Mayor Via and the City Commissioners assured the audience that even though work has been done and is being done to try and help with the flooding issues, they will continue to work on the issues moving forward and will apply to grants as they become available to see if the city can get help with the costs. *(A copy of this workshop in its entirety is available on the city's YouTube channel or available on CD upon request in the City Clerk's Office).*

3. ADJOURNMENT

The workshop adjourned at approximately 5:20 PM.

Attachment: Minutes - October 30, 2024 - Workshop - Stormwater History & Challenges (4682 : Minutes)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **November 12, 2024**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City of Holly Hill, Florida, Approving the Piggyback of Florida Sheriff's Association Contract FSA23-EQU21.0 with Ring Power Corporation for the Purchase of a Caterpillar 420 Backhoe Loader at a Cost of $144,296 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2024-R-88**
APPLICANT:
PLANNER:

DISCUSSION:

In keeping with the City's fleet replacement plan, a model year 2000 Caterpillar Backhoe Loader was budgeted to be replaced during fiscal year 2024/2025. This Resolution authorizes the City Manager to utilize a piggyback agreement between Ring Power Corporation and the Florida Sheriff's Association for the purchase of a backhoe loader.

The Florida Sheriff's Association contract FSA23-EQU21.0 became effective on October 1, 2023 and is active until September 30, 2025.

Florida Sheriff's Association contract FSA23-EQU21.0 is included under "Exhibit A". Utilizing this contract is consistent with the City of Holly Hill purchasing policy Section 2.39.

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 the 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.).

Section 2.39 of the City's Purchasing Policy is included under "Exhibit B".

FISCAL ANALYSIS:

The Caterpillar 420 Backhoe Loader was budgeted under general ledger account 461-8110-580-6300 in the amount of $150,000 under project 25SW02. The quote from Ring Power Corporation incorporating the pricing agreement with the Florida Sheriff's Association is for $144,296. This quote is included under "Exhibit C".

STAFF RECOMMENDATION:

Approve the piggybacking of Florida Sheriff's Association contract FSA23-EQU21.0 with Ring Power Corporation for the purchase of a Caterpillar 420 Backhoe Loader at a cost of $144,296 and authorize the City Manager to execute the same.

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 PIGGYBACKING OF FLORIDA SHERIFF'S ASSOCIATION CONTRACT FSA23-EUQ21.0 WITH RING POWER CORPORATION FOR THE PURCHASE OF A CATERPILLAR 420 BACKHOE LOADER AT A COST OF $144,296 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit A - FL Sheriffs Contract Award FSA23-EQU21.0 (PDF)
- Exhibit B - Purchasing Policy Section 2.39 (PDF)
- Exhibit C - Ring Power Proposal (PDF)

Resolution No. 2024-88

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF FLORIDA SHERIFF'S ASSOCIATION CONTRACT FSA23-EQU21.0 WITH RING POWER CORPORATION FOR THE PURCHASE OF A CATERPILLAR 420 BACKHOE LOADER AT A COST OF $144,296 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF FLORIDA SHERIFF'S ASSOCIATION CONTRACT FSA23-EQU21.0 WITH RING POWER CORPORATION FOR THE PURCHASE OF A CATERPILLAR 420 BACKHOE LOADER AT A COST OF $144,296 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a replacement Caterpillar 420 Backhoe Loader was approved in the fiscal year 2024/2025 budget in keeping with the Fleet vehicle replacement plan; and

WHEREAS, the City of Holly Hill desires to purchase the vehicles under Florida Sheriff's Association Contract FSA23-EUQ21.0, under the same terms and applicable conditions as that agreement; and

WHEREAS, Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form inter-governmental 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.); and

W**HEREAS,** the City has determined that in this circumstance, piggybacking onto an agreement entered into by the Florida Sheriff's Association is the most economically advantageous way to procure these goods and services.

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

SECTION 1. Pursuant to the City's purchasing policy, "piggyback" contracts are allowed for existing government contracts.

SECTION 2. It is hereby ascertained, determined and declared that it is in the best interest of the City to enter into a contract with Ring Power Corporation for the purchase of Caterpillar 420 backhoe loader at a cost of $144,296.

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 12th day of NOVEMBER, 2024.

Bid Award

Contract: FSA23-EQU21.0, Equipment

Group: Loader: Loader Backhoe - 4x4

Item: 207, Caterpillar, 416, 416

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ring Power Corporation	$96,799.00	Build	Options
Northern	Primary	Ring Power Corporation	$96,799.00	Build	Options
Central	Primary	Ring Power Corporation	$96,799.00	Build	Options
Southern	Primary	Kelly Tractor Co	$95,500.00	Build	Options

Attachment: Exhibit A - FL Sheriffs Contract Award FSA23-EQU21.0 (2024-R-88 : Purchase of Caterpillar 420 Backhoe)

SECTION I – ALTERNATE ACCEPTABLE MEANS OF PROCUREMENT

POLICY 2.38 STATE OF FLORIDA TERM CONTRACTS / SNAPS AGREEMENTS

State of Florida Contracts for a variety of commodities has been competitively bid and meets all the State and City of Holly Hill requirements for bidding. They may be accessed through the Internet at the following address: myflorida.com or you may call the Finance Department for assistance. State of Florida SNAPS Agreements are also accessed through the Internet via the State of Florida Contract System. These agreements include a variety of goods and services that utilize recycled and/or innovative products at pre-negotiated prices. SNAPS Agreements may be utilized in lieu of competitive bidding as follows: any single purchase from a SNAPS Agreement shall not exceed $25,000 without City Commission Approval.

POLICY 2.39 OTHER GOVERNMENT ENTITIES' CONTRACTS

The City may utilize (piggy-back) any other government entity's open contracts that have been competitively bid and awarded to the low responsive, responsible bidder meeting 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 requirements regarding competitive bidding and award.

POLICY 2.40 COOPERATIVE PURCHASING

The City may join with one or more other government entity and jointly bid common commodities or services. Cooperative Purchasing may take the following forms:

- One entity "piggybacking" on the contract of another.
- Entities joining together to bid.

POLICIES 2.41 RESPECT AND PRIDE

Items purchased from these Departments are exempt from bidding. Purchasing has catalogues and price lists from these Departments.

RESPECT of Florida (Florida Association of Rehabilitation Facilities, Inc.)
Florida Statute Sections 413.032-413.037 directs state and local government Departments to purchase certain products and services from qualified, nonprofit, community-based organizations employing persons with disabilities.

PRIDE (Florida Prison Industries) - Florida Statute Section 946.006 authorizes the manufacture, processing, or production of "such items as are ... needed and used in state institutions and Departments and in other governmental jurisdictions of the state."

POLICY 2.42 OWNER DIRECT PURCHASES (ODP)

It may be to the City's advantage to directly purchase materials, components, or systems to be used in a construction project. The advantages are a savings in sales tax (the City is tax-exempt, contractors are

Attachment: Exhibit B - Purchasing Policy Section 2.39 (2024-R-88 : Purchase of Caterpillar 420 Backhoe)

Ring Power Corporation
500 World Commerce Parkway
St. Augustine, FL 32092

QUOTE PER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT

Quote Prepared For: 10/28/2024
City of Holly Hill

(1) NEW CATERPILLAR 420 BACKHOE LOADER

CONTRACT DETAILS

Florida Sheriff's Association
Bid # FSA23-EQU21.0
Item #207: Group: LOADER: Loader Backhoe with Canopy 4x4 Standard
Contract Effective Dates: October 1, 2023, Through September 30, 2025

BASE MACHINE

BASE	Caterpillar 416 Per Sheriff's Contract Specifications	$96,799
542-7992	Upgrade to 420, Base Machine Only	($12,087)
	TOTAL OF BASE MACHINE	**$84,712**

NON-SPECIFIED OPTIONS

543-4284	STICK, EXTENDABLE, 14FT	$6,240
544-1066	PT, 4WD/2WS, POWERSHIFT	$12,430
542-7780	ENGINE, 82KW, C3.6 DITA, T4F	$14,570
554-4188	HYDRAULICS, MP, 6FCN/8BNK, ST, QC	$7,930
544-0883	CAB, DELUXE	$10,870
545-5048	DISPLAY, TOUCH SCREEN	$995
491-6734	WORKLIGHTS (8) HALOGEN LAMPS	NC
611-0335	SEAT, FABRIC	$670
542-7810	AIR CONDITIONER, T4F	$3,110
206-1747	BELT, SEAT, 2" SUSPENSION	NC
560-6797	PRODUCT LINK, CELLULAR, PLE643	NC
533-0488	TIRES, 340 80-18/500 70-24, MX	$3,660
337-9696	COUNTERWEIGHT, 1015 LBS	$2,280
9R-6007	STABILIZER PADS, FLIP-OVER	$435
559-0872	INSTRUCTIONS, ANSI	NC
421-8926	SERIALIZED TECHNICAL MEDIA KIT	NC
433-0154	BEACON, MAGNETIC MOUNT, STROBE	$444
387-6682	FAN	$299

Attachment: Exhibit C - Ring Power Proposal (2024-R-88 : Purchase of Caterpillar 420 Backhoe)

516-5913	BATTERY, HEAVY DUTY	$295
567-5090	AUTO-UP STABILIZERS	NC
423-7607	PLATE GROUP - BOOM WEAR	$279
353-1389	GUARD, STABILIZER	$1,080
6W-8832	CARRIAGE, PAL CL3, 61", IT	$2,511
195-6939	FORK TINE, 2" X 5" X 54", (2)	$1,916
	SUB TOTAL	$70,014
	LESS 21% SHERIFF'S CONTRACT DISCOUNT	($14,703)
	TOTAL OF NON-SPECIFIED OPTIONS	**$55,311**

CAT WORK TOOLS

232-2696	BUCKET-MULTI PURPOSE 1.3 YD3, IT, BOCE	$8,028
219-3388	BUCKET-HD, 30", 8.2 FT3	$2,181
	SUBTOTAL	$10,209
	LESS 12% SHERIFF'S CONTRACT DISCOUNT	($1,225)
	TOTAL OF CAT WORK TOOLS	**$8,984**

WARRANTY

	12 MONTH UNLIMITED HOUR PREMIER	NC
	60 MONTH / 2500 HOUR PREMIER	**$5,325**

	SUB TOTAL	$154,332
	LESS ONE TIME ADDITIONAL DISCOUNT	($10,036)
	TOTAL TRANSACTION PRICE	**$144,296**

Best regards,

Trevor Juaire
Sales Representative
Ring Power Corporation

Attachment: Exhibit C - Ring Power Proposal (2024-R-88 : Purchase of Caterpillar 420 Backhoe)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: November 12, 2024
FROM: Antoine Khoury
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Accepting a Grant Agreement from Florida Inland Navigation District for 50% of the Cost of the Construction of a Replacement Bulkhead at Riverside Park Up to a Maximum Amount of $440,000 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2024-R-89
APPLICANT:
PLANNER:

DISCUSSION:

On January 10, 2023, the City Commission approved a proposal from Dredging and Marine Consultants (DMC) to provide design, permitting, and construction administration work for the Riverside Park Bulkhead Project 22-BG-10 in the amount of $46,840. This was a negotiated rate based on an economy of scale as a result of Marina Grande also working with DMC for their bulkhead repair/replacement project.

Unfortunately, Marina Grande had opted to not use DMC for the design, permitting and construction administration work for their section of bulkhead. As such, DMC had submitted a request for a change order in the amount of $16,350 to recovery the loss of the economy of scale for the design phase of this project. As part of the increased cost, DMC offered to prepare and present a Florida Inland Navigation District grant application.

On October 15, 2024, staff were notified that the Florida Inland Navigation District has offered the City of Holly Hill a grant award of 50% of the construction cost up to $440,000 for the replacement of the bulkhead at Riverside Park. The grant agreement is included under “Exhibit A”.

FISCAL ANALYSIS:

There is $736,810 budgeted for the Riverside Park Bulkhead Project 22-BG-10 under account # 301-8110-580.63-00. This grant agreement will allow for 50% of the construction cost up to $440,000 to be reimbursed by the Florida Inland Navigation District. There are no expenditures affiliated with accepting this grant award.

STAFF RECOMMENDATION:

Accept the grant agreement from Florida Inland Navigation District for 50% of the cost of the construction of the Riverside Park Bulkhead Project up to a maximum amount of $440,000, and authorize the City Manager to execute the same.

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 #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:

ACCEPT THE GRANT AGREEMENT FROM FLORIDA INLAND NAVIGATION DISTRICT FOR 50% OF THE COST OF THE CONSTRUCTION OF A REPLACEMENT BULKHEAD AT RIVERSIDE PARK UP TO A MAXIMUM AMOUNT OF $440,000 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit A - FIND Riverside Park Bulkhead Replacement Grant Agreement (PDF)

Resolution No. 2024-89

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, ACCEPTING A GRANT AGREEMENT FROM FLORIDA INLAND NAVIGATION DISTRICT FOR 50% OF THE COST OF THE CONSTRUCTION OF A REPLACEMENT BULKHEAD AT RIVERSIDE PARK UP TO A MAXIMUM AMOUNT OF $440,000 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, ACCEPTING A GRANT AGREEMENT FROM FLORIDA INLAND NAVIGATION DISTRICT FOR 50% OF THE COST OF THE CONSTRUCTION OF A REPLACEMENT BULKHEAD AT RIVERSIDE PARK UP TO A MAXIMUM AMOUNT OF $440,000 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission had approved a budget to replace the bulkhead at Riverside Park; and

WHEREAS, the City's design engineering consultant, Dredging and Marine Consultants, drafted a Florida Inland Navigation District (FIND) grant application on behalf of the City to help offset the cost of construction; and

WHEREAS, staff were notified that the City has been selected to receive grant assistance for 50% of the cost of the construction of the replacement bulkhead at Riverside Park up to a maximum amount of $440,000.

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 accept the grant agreement from Florida Inland Navigation District for 50% of the cost of the construction of a replacement bulkhead at Riverside Park up to a maximum amount of $440,000 and authorize the City Manager to execute the same.

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 12th day of NOVEMBER, 2024.

FLORIDA INLAND NAVIGATION DISTRICT
PROJECT AGREEMENT

PROJECT NO. VO-HH-24-151E

This PROJECT AGREEMENT ("AGREEMENT") made and entered into this _____ day of _____, 20____ by and between the Florida Inland Navigation District (hereinafter the "DISTRICT"), and the City of Holly Hill, (hereinafter the "PROJECT SPONSOR").

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **PROJECT -** Subject to the provisions of this AGREEMENT and Rule 66B-2 of the Florida Administrative Code (a current copy of which is attached as Exhibit "B"), the DISTRICT has approved assistance funding to the PROJECT SPONSOR in furtherance of an approved project ("PROJECT") consisting of the Riverside Park Bulkhead Replacement. Said PROJECT is more specifically described in the PROJECT SPONSOR'S Waterways Assistance Application, which is on file at the DISTRICT's headquarters.

Any modifications to the PROJECT'S scope of work shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

2. **TERM** - The PROJECT SPONSOR shall not commence work on the PROJECT prior to the execution of this AGREEMENT unless specifically authorized by the DISTRICT Board and **shall complete the PROJECT and submit all required payment reimbursement information on or before September 30, 2026 ("PROJECT PERIOD"),** unless the PROJECT PERIOD has been extended with the prior written approval of the DISTRICT. Any request for an extension of the PROJECT PERIOD shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than 60 days prior to the original expiration date of the PROJECT PERIOD. This request will then be considered by the DISTRICT Board, whose decision shall be final. In no event other than a declared state of emergency that affects the project completion shall the PROJECT be extended beyond September 30, 2027. The PROJECT SPONSOR acknowledges this is the only provision to carry over the DISTRICT assistance funding under this AGREEMENT beyond September 30, 2026, and that any extension of funding beyond this date shall be at the sole discretion of the DISTRICT.

Attachment: Exhibit A - FIND Riverside Park Bulkhead Replacement Grant Agreement (2024-R-89 : FIND Grant Acceptance - Riverside Park

3. **ASSISTANCE AMOUNT** - The DISTRICT shall contribute ("ASSISTANCE AMOUNT") no more than fifty percent (50%) ("MATCHING PERCENTAGE") of the PROJECT SPONSOR'S eligible out-of-pocket costs for completion of this PROJECT ("PROJECT AMOUNT"). Payment of funds by the DISTRICT to the PROJECT SPONSOR (the "ASSISTANCE AMOUNT") will be on a reimbursement basis only, and only for those authorized out of pocket costs as shown in Exhibit A, Project Cost Estimate ("PROJECT COSTS") and meeting the requirements of Section 5 below and shall not, in any event, exceed $440,000.00.

Any modifications to the PROJECT's Cost Estimate (Exhibit A) shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

4. **MATCHING FUNDS** - The PROJECT SPONSOR warrants and represents that it has the PROJECT SPONSOR Match Amount (the PROJECT AMOUNT less the ASSISTANCE AMOUNT) available for the completion of the PROJECT and shall, prior to the execution of this AGREEMENT, have provided the DISTRICT with suitable evidence of the availability of such funds using the DISTRICT's Form #95-01 (Exhibit C, Matching Funds Certification) and, upon request, providing the DISTRICT with access to applicable books and records, financial statements, and bank statements.

5. **PROJECT COSTS** - To be eligible for reimbursement under this AGREEMENT, PROJECT COSTS must be necessary and reasonable for the effective and efficient accomplishment of the PROJECT and must be directly allocable thereto. PROJECT COSTS are generally described in Exhibit B, Chapter 66B-2, F.A.C.. PROJECT COSTS must be incurred, and work performed within the PROJECT PERIOD, with the exception of pre-AGREEMENT costs, if any, consistent with Section 6 below, which are also eligible for reimbursement by the DISTRICT.

If the PROJECT SPONSOR receives additional funding for the PROJECT COSTS from another source that was not identified in the original application and that changes the AGREEMENT MATCHING PERCENTAGE, the PROJECT SPONSOR shall proportionately reimburse the DISTRICT's program funds equal to the MATCHING PERCENTAGE in this AGREEMENT. The PROJECT SPONSOR shall promptly notify the DISTRICT of any project payments it receives from a source other than the DISTRICT.

6. **PRE-AGREEMENT COSTS** - The DISTRICT and the PROJECT SPONSOR fully understand and agree that there shall be no reimbursement of funds by the DISTRICT for any obligation or expenditure made prior to the execution of this AGREEMENT unless previously

Attachment: Exhibit A - FIND Riverside Park Bulkhead Replacement Grant Agreement (2024-R-89 : FIND Grant Acceptance - Riverside Park

delineated in Exhibit A, consistent with Exhibit B, and previously approved by the DISTRICT Board during the grant review process.

7. **REIMBURSEMENT PROCEDURES** - PROJECT COSTS shall be reported to the DISTRICT and summarized on the Payment Reimbursement Request Form (Form #90-14) attached as Exhibit D. Supporting documentation including bills and canceled payment vouchers for expenditures shall be provided to the DISTRICT by the PROJECT SPONSOR or LIAISON AGENT with any payment request. All records in support of the PROJECT COSTS included in payment requests shall be subject to review and approval by the DISTRICT or by an auditor selected by the DISTRICT. Audit expenses shall be borne by the PROJECT SPONSOR.

Project funds may be released in installments, at the discretion of the DISTRICT, upon submittal of a payment request by the PROJECT SPONSOR or LIAISON AGENT. The DISTRICT shall retain ten percent (10%) of each installment payment until the completion of the PROJECT.

The following costs, if authorized in the attached Exhibit B, shall be reimbursed only upon completion of the PROJECT to the reasonable satisfaction of the DISTRICT and in accordance with Exhibit B: personnel, equipment, project management, administration, inspection, and design, permitting, planning, engineering, and/or surveying costs. Assuming the PROJECT SPONSOR has otherwise fully complied with the requirements of this AGREEMENT, reimbursement for a PROJECT approved as Phase I project will be made only upon commencement of construction of the PROJECT for which the Phase I planning, designing, engineering and/or permitting were directed, which may or may not involve further DISTRICT funding. Procedures set forth below with respect to reimbursement by the DISTRICT are subject to this requirement of commencement of construction.

The DISTRICT shall have the right to withhold any payment hereunder, either in whole or part, for non-compliance with the terms of this AGREEMENT.

8. **FINAL REIMBURSEMENT** - The PROJECT SPONSOR, upon completion of the PROJECT, shall submit to the DISTRICT a request for final reimbursement of the ASSISTANCE AMOUNT less any prior installment payments. The payment amounts previously retained by the DISTRICT shall be paid upon (1) receipt of the Final Audit report of expenses incurred on the PROJECT by the DISTRICT, (2) full completion of the PROJECT to the reasonable satisfaction of the DISTRICT, (3) submission of Project Completion Certification Form No. 90-13 (Exhibit E), (4) submission of a photograph of the PROJECT showing the sign required by Section 18, and (5) a Final Project Report as described in Exhibit G, Assistance Project Schedule. As part of the documentation

Attachment: Exhibit A - FIND Riverside Park Bulkhead Replacement Grant Agreement (2024-R-89 : FIND Grant Acceptance - Riverside Park

accompanying the request for final reimbursement, PROJECT SPONSOR shall provide proof of payment of all contractors, material suppliers, engineers, architects, and surveyors with whom PROJECT SPONSOR has directly contracted (each a "DIRECT PROVIDER") to provide services or materials for the PROJECT. The final reimbursement amount shall be adjusted as necessary such that neither the total ASSISTANCE AMOUNT nor the MATCHING PERCENTAGE is exceeded. Unless otherwise determined by the DISTRICT, the final reimbursement check shall be presented by a DISTRICT representative to the PROJECT SPONSOR during a public commission meeting or public dedication ceremony for the PROJECT.

9. **RECORDS RETENTION** - The PROJECT SPONSOR shall retain all records supporting the PROJECT COSTS for three (3) years after the end of the fiscal year in which the Final Payment is released by the DISTRICT, except that such records shall be retained by the PROJECT SPONSOR until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the three-year retention period.

10. **DEFAULT AND REMEDIES** – In the event of a breach of any of the terms of this AGREEMENT by the PROJECT SPONSOR, the DISTRICT shall provide written notice to the PROJECT SPONSOR, which shall have sixty (60) days in which to cure the breach. If the PROJECT SPONSOR fails to cure the breach within the cure period, the DISTRICT shall have the right, but not the obligation, to demand that the PROJECT SPONSOR immediately refund the ASSISTANCE AMOUNT to the extent paid. PROJECT SPONSOR shall refund to the DISTRICT the full amount of the ASSISTANCE AMOUNT paid to PROJECT SPONSOR, whereupon this AGREEMENT, and all further rights thereunder, shall be terminated. If the DISTRICT does not demand reimbursement as aforesaid, the DISTRICT may exercise any and all other remedies available at law or in equity. With respect to the PROJECT SPONSOR's obligations under Sections 15, 17, and 20, PROJECT SPONSOR acknowledges that breach by the PROJECT SPONSOR of one or more of its obligations under said sections might cause the DISTRICT to suffer irreparable harm, namely harm for which damages would be an inadequate remedy. PROJECT SPONSOR further acknowledges that the DISTRICT might suffer irreparable harm due to delay if, as a condition to obtaining an injunction, restraining order, or other equitable remedy with respect to such a breach, the DISTRICT was required to demonstrate that it would suffer irreparable harm. The parties therefore intend that if the PROJECT SPONSOR breaches one or more of its obligations under Sections 15, 17, or 20, the DISTRICT, in addition to such other remedies which may be available, shall have the right to seek specific performance and injunctive relief, and for purposes of determining whether to grant an equitable

Attachment: Exhibit A - FIND Riverside Park Bulkhead Replacement Grant Agreement (2024-R-89 : FIND Grant Acceptance - Riverside Park

remedy any court will assume that the breach would cause the DISTRICT irreparable harm. The provisions of this section shall survive completion of the PROJECT.

11. **DISTRICT PROJECT MANAGER** - The Executive Director, or his designee, is hereby designated as the DISTRICT's Project Manager for the purpose of this AGREEMENT and shall be responsible for monitoring performance of its terms and conditions and for approving all reimbursement requests prior to payment.

12. **PROJECT SPONSOR'S LIAISON AGENT** - The PROJECT SPONSOR shall appoint a LIAISON AGENT, whose name and title shall be submitted to the DISTRICT upon execution of this AGREEMENT, to act on behalf of the PROJECT SPONSOR relative to the provisions of this AGREEMENT.

13. **STATUS REPORTS** - The PROJECT SPONSOR or LIAISON AGENT shall submit to the DISTRICT project status reports during the PROJECT term. These Quarterly Reports are to be on Form #95-02 (Exhibit F, Assistance Program Project Quarterly Status Report). Project design drawings, engineering drawings, and a copy of the Project bid award construction item cost list will be submitted as available. Photographs shall be submitted when appropriate to reflect the work accomplished. NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit G, Assistance Project Schedule, may result in revocation of this AGREEMENT.

14. **LAWS** - The PROJECT SPONSOR agrees to obtain and to abide by all federal, state, and local permits and proprietary authorizations, and all applicable laws and regulations in the development of the PROJECT. The PROJECT SPONSOR agrees that all PROJECT facilities shall be designed and constructed in compliance with applicable state and federal statutory requirements for accessibility by handicapped persons, as well as all other federal, state and local laws, rules, and requirements.

15. **NON-DISCRIMINATION** - The PROJECT SPONSOR agrees that when completed, the PROJECT shall be readily accessible, on a non-exclusive basis, to the general public without regard to age, sex, race, physical handicap, or other condition, and without regard to residency of the user in another political subdivision.

16. **PARKING FACILITIES** -Adequate parking shall be made available by the PROJECT SPONSOR to accommodate vehicles for the number of persons for which the PROJECT is being developed.

17. **SITE DEDICATION** - The PROJECT SPONSOR also agrees that the PROJECT site shall be dedicated for the public use for a minimum period of thirty-five (35) years from the

Attachment: Exhibit A - FIND Riverside Park Bulkhead Replacement Grant Agreement (2024-R-89 : FIND Grant Acceptance - Riverside Park

completion of the PROJECT, such dedication to be in the form of a deed, lease, management AGREEMENT or other legally binding document. Any change in such dedication shall require the prior approval of the DISTRICT. The PROJECT SPONSOR shall record evidence of such dedication within the Public Records of the County in which the PROJECT is located.

18. **ACKNOWLEDGMENT** – For construction projects, the PROJECT SPONSOR shall erect a permanent sign, approved by the DISTRICT, in a prominent location such as the PROJECT entrance of the completed PROJECT, which shall indicate that the DISTRICT contributed funds for the PROJECT. The wording of the sign required by this section shall be approved by the DISTRICT's staff before construction and installation of said sign. This sign shall contain the DISTRICT logo (Exhibit H) unless otherwise stipulated by the DISTRICT. In the event that the PROJECT SPONSOR erects a temporary construction sign, it shall also indicate the DISTRICT's participation. For all other types of projects, the PROJECT SPONSOR shall acknowledge the DISTRICT where feasible, in concurrence with the DISTRICT staff's recommendations.

19. **PROJECT MAINTENANCE** - When and as applicable, the PROJECT SPONSOR agrees to operate, maintain, and manage the PROJECT for the life of the PROJECT improvements and will pay all expenses required for such purposes. The PROJECT improvements shall be maintained in accordance with the standards of maintenance for other local facilities owned and operated by the PROJECT SPONSOR, and in accordance with applicable health standards. PROJECT facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The PROJECT SPONSOR warrants and represents that it has full legal authority and financial ability to operate and maintain said PROJECT facilities and improvements.

20. **FEES** – Any fees charged for this PROJECT shall be reasonable and the same for the general public of all member counties. The PROJECT SPONSOR must demonstrate that a minimum of fifty percent (50%) of the PROJECT fees will be utilized for project maintenance and improvements throughout the anticipated life of a development project or the design life of other project types, as applicable.

21. **SOVEREIGN IMMUNITY** - Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors, and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity under Section 768.28, Florida Statutes. The PROJECT SPONSOR acknowledges that the DISTRICT, its

Attachment: Exhibit A - FIND Riverside Park Bulkhead Replacement Grant Agreement (2024-R-89 : FIND Grant Acceptance - Riverside Park

employees, commissioners, and agents are solely providing funding assistance for the PROJECT and are not involved in the design, construction, operation, or maintenance of the PROJECT.

22. **INSPECTIONS** - The DISTRICT reserves the right, upon reasonable request, to inspect said PROJECT and any and all records related thereto at any time.

23. **RIGHTS AND DUTIES** - The rights and duties arising under this AGREEMENT shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and shall, unless the context clearly requires otherwise, survive completion of the PROJECT. The PROJECT SPONSOR may not assign this AGREEMENT nor any interest hereunder without the express prior written consent of the DISTRICT.

24. **WAIVERS** - Waiver of a breach of any provisions of this AGREEMENT shall not be deemed a waiver of any other breach of the same or different provision.

25. **NOTICE** - Any notice required to be given pursuant to the terms and provisions of this AGREEMENT shall be in writing, postage paid, and shall be sent by certified mail, return receipt requested, to the DISTRICT or PROJECT SPONSOR at the addresses below. The notice shall be effective on the date indicated on the return receipt.

To the DISTRICT at:

Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Florida 33477-9498

To the PROJECT SPONSOR at:

City of Holly Hill
Attention: President, Dredging and Marine Consultants
4643 S. Clyde Morris Blvd, Unit 302
Port Orange, FL 32129

26. **NO JOINT VENTURE** - The DISTRICT's role with respect to the PROJECT is that of a funding assistance authority only and the DISTRICT is not, and shall not be considered to be, an agent, partner, or joint venturer with the PROJECT SPONSOR.

27. **GOVERNING LAW** - The validity, interpretation, and performance of this AGREEMENT shall be controlled and construed according to the laws of the State of Florida.

28. **TRANSFERENCE** - It is the intent of the DISTRICT to issue this funding assistance to the PROJECT SPONSOR who has made application for this assistance. In the event the PROJECT

Attachment: Exhibit A - FIND Riverside Park Bulkhead Replacement Grant Agreement (2024-R-89 : FIND Grant Acceptance - Riverside Park

SPONSOR transfers ownership or management of the PROJECT to a party or parties not now a part of this AGREEMENT, other than another governmental entity that agrees to assume, in writing, PROJECT SPONSOR'S obligation hereunder, the DISTRICT retains the right to full reimbursement from the PROJECT SPONSOR to the full extent of the funding assistance provided by the DISTRICT including, but not limited to, any costs and reasonable attorney's fees (regardless of whether litigation ensues) incurred by the DISTRICT in collecting said reimbursement.

29. **ENTIRE UNDERSTANDING** - This AGREEMENT, including any exhibits made a part hereof, embodies the entire AGREEMENT and understanding of the parties and supersedes all prior oral and written communications between them. The terms hereof may be modified only by a written amendment signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day, month and year aforesaid.

FLORIDA INLAND NAVIGATION DISTRICT

By: _____
Executive Director

Date: _____

City of Holly Hill

By:_____

Title: _____

Date: _____

Attachment: Exhibit A - FIND Riverside Park Bulkhead Replacement Grant Agreement (2024-R-89 : FIND Grant Acceptance - Riverside Park

Exhibit A

ATTACHMENT E-5

PROJECT COST ESTIMATE

WATERWAY ASSISTANCE PROGRAM FY 2024

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

Project Title:	Riverside Park Bulkhead Replacement, Phase 2
Applicant:	City of Holly Hill

Project Elements *(Please list the MAJOR project elements and provide general costs for each one. For Phase I Projects, please list the major elements and products expected)*	**Total Estimated Cost**	**Applicant's Cost** (To the nearest $50)	**FIND Cost** (To the nearest $50)
Construction and Management	$880,000.00	$440,000.00	$440,000.00

****TOTALS =**	**$ 880,000.00**	**$ 440,000.00**	**$ 440,000.00**

Attachment: Exhibit A - FIND Riverside Park Bulkhead Replacement Grant Agreement (2024-R-89 : FIND Grant Acceptance - Riverside Park

Exhibit B 2024
CHAPTER 66B-2
WATERWAYS ASSISTANCE PROGRAM

66B-2.001 Purpose
66B-2.002 Forms
66B-2.003 Definitions
66B-2.004 Policy
66B-2.005 Funds Allocation
66B-2.006 Application Process
66B-2.0061 Emergency Applications
66B-2.007 Application Form (Repealed)
66B-2.008 Project Eligibility
66B-2.009 Project Administration
66B-2.010 Project Agreement (Repealed)
66B-2.011 Reimbursement
66B-2.012 Accountability
66B-2.013 Acknowledgement
66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects
66B-2.015 Small-Scale Derelict Vessel Removal Projects
66B-2.016 Waterways Cleanup Events

66B-2.001 Purpose.
Recognizing the importance and benefits of inland navigation channels and waterways, as well as noting problems associated with the construction, continued maintenance and use of these waterways, the Florida Legislature created Section 374.976, F.S. This law authorizes and empowers each inland navigation district to undertake programs intended to alleviate the problems associated with its waterways. The purpose of this rule is to set forth the District's policy and procedures for the implementation of an assistance program under Section 374.976, F.S., for local governments, member counties and navigation related districts within the District. This program will be known hereafter as the Florida Inland Navigation District's Waterways Assistance Program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.001.

66B-2.002 Forms.
All forms for the administration of this program are available from the District office located at 1314 Marcinski Road, Jupiter, Florida 33477.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.002.

66B-2.003 Definitions.
The basic terms utilized in this rule are defined as follows:

(1) "APPLICANT" means an eligible governmental agency submitting an application through this program.

(2) "APPLICATION" means a project proposal with the required documentation.

(3) "AUTHORIZED SUBMISSION PERIOD" means the established period for submitting applications to the District.

(4) "BEACH RENOURISHMENT" means the placement of sand on a beach for the nourishment, renourishment or restoration of a beach.

(5) "BOARD" means the Board of Commissioners of the Florida Inland Navigation District.

(6) "DISTRICT" means the Florida Inland Navigation District (FIND).

(7) "ELIGIBLE GOVERNMENTAL AGENCY" means member counties, local governments and navigation related districts within the taxing boundaries of the District.

(8) "ENVIRONMENTAL PERMITS" means those permits, proprietary authorizations, exemptions, or general

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permits for construction below mean high water line of a navigable waterway required and issued by or on behalf of the U.S. Army Corps of Engineers, the Florida Department of Environmental Protection, and the South Florida or the St. Johns River Water Management Districts or their successors.

(9) "EXECUTIVE DIRECTOR" means the Executive Director of the Florida Inland Navigation District.

(10) "LIAISON AGENT" means the contact person officially designated to act on behalf of the applicant or the project sponsor.

(11) "LOCAL GOVERNMENTS" means municipalities, cities, or consolidated county governments, which are located within the member counties.

(12) "MARITIME MANAGEMENT PLAN" means a written plan containing a systematic arrangement of elements specifically formulated to identify, evaluate and promote the benefits of eligible waterway accessibility and enjoyment, with consideration and respect to the physical, environmental and economic parameters of the planning area.

(13) "MATCHING FUNDS" means those funds provided by the local sponsor to the project.

(14) "MEMBER COUNTY" means a county located within the taxing boundaries of the District which includes Nassau, Duval, St. Johns, Flagler, Volusia, Brevard, Indian River, St. Lucie, Martin, Palm Beach, Broward and Miami-Dade Counties.

(15) "NAVIGATION RELATED DISTRICTS" means port authorities, inlet districts or any other agency having legally authorized navigation related duties in waterways of the District.

(16) "PRE-AGREEMENT COSTS" means project costs approved by the District Board which have occurred prior to the execution of the project agreement.

(17) "PROGRAM" means the Florida Inland Navigation District Waterways Assistance Program.

(18) "PROGRAM FUNDS" means financial assistance awarded by the Board to a project for release to the project sponsor pursuant to the terms of the project agreement.

(19) "PROJECT" means a planned undertaking consisting of eligible program facilities, improvements or expenses for the use and benefit of the general public.

(20) "PROJECT AGREEMENT" means an executed contract between the District and a project sponsor setting forth mutual obligations regarding an approved project.

(21) "PROJECT MAINTENANCE" means any usual action, activity, expense, replacement, adjustment or repair taken to retain a project or grant item in a serviceable, operational or normal condition, or the routine efforts and expenses necessary to restore it to serviceable or normal condition, including the routine recurring work required to keep the project or grant item in such condition that it may be continuously used at its original or designed capacity and efficiency for its intended purpose.

(22) "PROJECT MANAGER" means the District employee who is responsible for monitoring the performance of the Project and compliance with the project agreement.

(23) "PROJECT PERIOD" means the approved time during which costs may be incurred and charged to the funded project.

(24) "PROJECT SPONSOR" means an eligible governmental agency receiving program funds pursuant to an approved application.

(25) "PUBLIC BUILDING" means a building or facility on government owned property that is owned or operated by a governmental entity, or operated by a third party operator. The building or facility must provide waterway related information, public meeting space, or educational services and be open to members of the public on a continual basis without discrimination.

(26) "PUBLIC MARINA" means a harbor complex used primarily for recreational boat mooring or storage, the services of which are open to the general public on a first come, first served basis without any qualifying requirements such as club membership, stock ownership, or differential in price.

(27) "PUBLICLY OWNED COMMERCIAL OR INDUSTRIAL WATERWAY ACCESS" means any publicly owned area specifically designed to be used for staging, launching, or off-loading by commercial or industrial waterway users on a first come, first served, short-term basis, to gain entry to or from the District's waterways to serve the infrastructure needs of the District's waterway users.

(28) "WATERWAYS" means the Atlantic Intracoastal Waterway, the Okeechobee Waterway, the Barge Canal in Brevard County west of the Port Canaveral Locks, those portions of the Dania Cut-Off Canal and the Hillsboro Canal

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east of the water control structures, all navigable natural rivers, bays, creeks or lagoons intersected by said waterways and all navigable natural creeks, rivers, bays or lagoons entering or extending from said waterways.

(29) "WATERWAY RELATED ENVIRONMENTAL EDUCATION" means an interdisciplinary holistic process by which the learner: develops an awareness of the natural and manmade environments of waterways; develops knowledge about how the environment of the waterways works; acquires knowledge about the technological, social, cultural, political, and economic relationships occurring in waterway related environmental issues; and, becomes motivated to apply action strategies to maintain balance between quality of life and quality of the environment of waterways.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-2-92, 2-6-97, Formerly 16T-2.003, Amended 5-17-98, 3-21-01, 3-20-03, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 3-25-21.

66B-2.004 Policy.

The following constitutes the policy of the District regarding the administration of the program:

(1) Financial Assistance Eligibility: Financial assistance, support and cooperation may be provided to eligible governmental agencies for approved projects as follows:

(a) Member counties may be provided financial assistance, support or cooperation in planning, acquisition, development, construction, reconstruction, extension, improvement, operation or the maintenance of public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, maritime management plans, and boating safety projects directly related to the waterways.

(b) Eligible local governments may also be provided financial assistance, support and cooperation in planning and carrying out public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, and boating safety projects directly related to the waterways.

(c) Navigation related districts may be provided with financial assistance to pay part of the costs of the planning and acquisition of dredge material management sites if the Board finds that the site is required for the long-range maintenance of the Atlantic Intracoastal Waterway channel. All such sites must meet the development and operational criteria established by the District through a long-range dredge material management plan for that county. Navigation related districts may also be provided with assistance for waterway related access projects, environmental mitigation projects associated with waterway improvement related activities, and inlet management projects if the Board finds that the project benefits public navigation in the Atlantic Intracoastal Waterway. All navigation related districts shall contribute at least equal matching funds to any District financial assistance provided. Seaports may also be furnished assistance and support in planning and carrying out environmental mitigation projects. All seaport projects shall benefit publicly maintained channels and harbors. Each seaport shall contribute matching funds for funded projects.

(d) Eligible projects shall include the acquisition and development of public boat ramps and launching facilities, including those in man-made, navigable waterways contiguous to "waterways" as defined in Rule 66B-2.003, F.A.C.

(2) Notification: The District will notify by direct mail, email and/or advertised public notice all eligible governmental agencies of the program and the upcoming authorized submission period.

(3) Project Approval: Approval of projects by the District shall be in accordance with these rules.

(4) Project Accessibility: Facilities or programs funded in whole or in part by program funds shall be made available to the general public of all of the member counties on a non-exclusive basis without regard to race, color, religion, age, sex or similar condition. Additionally, facilities funded in whole or in part by program funds, shall not require a paid membership for the general public of all of the member counties as a condition to use the facilities. User or entrance fees may be charged for the use of facilities funded in whole or in part by program funds, however such fees shall be reasonable and shall be the same for the general public of all of the member counties.

(5) Waterway Impacts: All development projects must be designed so as not to impact navigation along the District's waterways through the placement of structures, attendant uses, or the necessity of a boating speed zone for safety purposes. Before applying for boating speed zone designation in District waterways because of a project funded by this program, the sponsor shall first receive approval from the Board. The Board will use the criteria found in Section 327.46(1), F.S., in determining whether to approve the proposed boating speed zone.

(6) Project Maintenance: The project sponsor shall be responsible for the operation, maintenance, and management of the project for the anticipated life of the project and shall be responsible for all expenses required for such purposes.

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The project shall be maintained in accordance with the standards of maintenance for other similar local facilities and in accordance with applicable health standards. Project facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The project sponsor shall have full legal authority and financial ability to operate and maintain the project facilities.

(7) Education Facilities and Programs: Waterways related environmental education facilities and programs sponsored by the District shall occur at specially designated environmental education facilities located adjacent and contiguous to the waterways. It is the District's intent to consolidate its environmental education efforts in the least number of facilities within an area that will adequately serve the education needs of that area of the District.

(8) Public Information Availability: Public information produced with assistance from this program shall not be copyrighted and shall be provided free of cost, except for the cost of reproduction, to the public.

(9) Third-Party Project Operators: Projects that are being operated by a third party shall have sufficient oversight by the eligible project sponsor as determined by the Board. Such oversight, at a minimum, will include a project liaison that is a staff member of the eligible project sponsor, and oversight of the operating hours and admission fees of the facility by the eligible project sponsor through a legal agreement. All third party projects shall be open to the public in accordance with this rule.

(10) Non-compliance: The District shall terminate a project agreement and demand return of program funds disbursed to the project sponsor for non-compliance with any of the terms of the project agreement or this rule, if such non-compliance calls into question the ability of the applicant to complete the project. Failure of a project sponsor to comply with the provisions of this rule or the project agreement shall result in the District declaring the project sponsor ineligible for further participation in the program until such time as compliance has been met to the satisfaction of the District.

(11) Fees: Any public project eligible for District program funds that charges a fee or will charge a fee must create and maintain an enterprise fund for the public project that shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life. Accounting records of the previous five years of the public project's enterprise fund will be submitted as part of any subsequent assistance program application to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (2) FS. History–New 12-17-90, Amended 2-3-94, 2-6-97, Formerly 16T-2.004, Amended 5-18-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15.

66B-2.005 Funds Allocation.

The Board will allocate funding for this program based upon the District's overall goals, management policies, fiscal responsibilities and operational needs for the upcoming year. Funding allocations to navigation related districts, member counties and local governments shall be based upon the proportional share of the District's ad valorem tax collections from each county. If funds are determined to be available for the program, the District will notify potential eligible governmental agencies of the availability of program funding. Applications will be reviewed by the Board utilizing District Forms No. 91-25 and 91-25 (A) through (F) Waterways Assistance Program Application and Evaluation Worksheet (effective date 1/2014), hereby incorporated by reference and available at: http://www.flrules.org/Gateway/reference.asp?No=Ref-03568, and available from the District office or by download from the District's webpage at: www.aicw.org.

(1) Funding Assistance Availability: In as much as the District has other fiscal responsibilities and operational needs, financial assistance to eligible government agencies shall not exceed an amount equal to eighty (80) percent of the proportional share of the District's ad valorem tax collections from each county in which such agencies are located. The District may make an exception to this funding limitation, if funds are determined to be available based upon the District's overall goals, management policies, fiscal responsibilities and operational needs, or in counties that are recovering from a state of emergency declared under Chapter 252, F.S.

(2) Project Funding Ratio: All financial assistance and support to eligible governmental agencies shall require, at a minimum, equal matching funds from the project sponsor, with the exception of public navigation projects that meet the provisions of subsection 66B-2.005(6), F.A.C., land acquisition projects in accordance with subsection 66B-2.005(7), and Rule 66B-2.008, F.A.C., small-scale spoil island restoration and enhancement projects that meet the provisions of Rule 66B-2.014, F.A.C., derelict vessel projects consistent with Rule 66B-2.0015, F.A.C., and Waterway Cleanup Projects approved under Rule 66B-2.0016, F.A.C., and projects approved in counties recovering from a state of emergency.

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Applicant's in-house costs are limited pursuant to paragraph 66B-2.008(1)(c), F.A.C. All financial assistance to seaports shall require equal matching funds. The District shall contribute no more than fifty percent (50%) of the local share of the cost of an inlet management or beach renourishment project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project.

(3) Pre-agreement Expenses: The project sponsor shall not commence work on an approved project element prior to the execution of the project agreement unless authorized by the Board during the review and funding approval process. Board authorization of pre-agreement expenses will be given for the commencement of work prior to the execution of a project agreement if the Board determines that there is a benefit to the District, its waterways or its constituents. All project costs must be incurred and work performed within the project period as stipulated in the project agreement unless pre-agreement costs are approved by the Board. Pre-agreement expenses will be approved if they are consistent with the provisions of Rule 66B-2.008, F.A.C., and occur within the fiscal year of the grant application submission (October 1st to September 30th). Pre-agreement expenses, except for projects approved by the Board as multi-year projects, will be limited to fifty (50) percent of the project's total cost and if the expenses are eligible project expenses in accordance with this rule. Only one-half (1/2) or less of the approved pre-agreement expenses will be eligible for reimbursement funding from the District, except for projects approved by the Board as multi-year projects. The Board shall consider a waiver of the limitation on pre-agreement expenses for Small-Scale Derelict Vessel grants and land acquisition projects when the applicant demonstrates a direct need and benefit and the project is in accordance with the applicable provisions of Chapter 66B-2, F.A.C.

(4) Multi-Year Funding: The construction phase of projects that are large scale, involve multiple phases, have a construction time line of one year or longer, or are requesting a significant amount of assistance funding in relation to the total assistance available for the county where the project is located, will be reviewed and approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. The determination by the Board to provide assistance funding on a multi-year basis can be made at any time during the application review process. All approved multi-year projects are limited to a maximum of two (2) additional funding requests.

(5) Inlet Management and Beach Renourishment: Projects and project elements in the categories of inlet management and beach renourishment shall be subject to the following provisions. The District shall contribute no more than fifty percent of the local share of the cost of the project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project. Funding for the construction phase of an inlet management or beach renourishment project may be approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. Additionally the following provisions shall be met for inlet management or beach renourishment projects:

(a) Inlet Management: Inlet management projects shall benefit public navigation within the District and shall be consistent with Department of Environmental Protection approved inlet management plans and the statewide beach management plan pursuant to Section 161.161, F.S. Prior to funding any inlet management project, the Board shall make a finding that the project is a benefit to public navigation in the District. Inlet management projects that are determined to be consistent with Department of Environmental Protection approved inlet management plans are declared to be a benefit to public navigation.

(b) Beach Renourishment: All projects in this category shall be consistent with the statewide beach management plan. Beach renourishment projects shall only include those beaches that have been adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project. Prior to funding any beach renourishment project, the Board shall make a finding that the beaches to be nourished have been adversly impacted by navigation inlets, navigation structures, navigation dredging or a navigation project. The determination of beach areas that are adversely impacted by navigation for the purposes of this program shall be made by Department of Environmental Protection approved inlet management plans. If state funding is not provided for a beach project, public access with adequate parking must be available in accordance with Chapter 161, F.S.

(6) Public Navigation: Projects or project elements in the category of public navigation that will qualify for up to seventy-five percent (75%) program funds must be within the Intracoastal Right-of-Way (ROW), or provide public navigation channel access to two or more publicly accessible launching, mooring or docking facilities. In addition, the following shall apply:

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(a) Navigation channel dredging: The project sponsor must demonstrate that the source of channel sedimentation has been identified and is in the process of, or has been controlled, or that the frequency and amount of shoaling is such that dredging will provide an improvement to the channel that will last for twenty (20) years or more and therefore is more cost effective than identifying and correcting the cause of shoaling, or that the cost of identifying the source of channel sedimentation exceeds the cost of the dredging project.

(b) Navigation channel lighting and markers must be located on primary or secondary public navigation channels. Navigation projects or project elements that have one facility open to the public will qualify for up to fifty percent (50%) program funding. Dredging that is associated or ancillary to another use (such as a boat ramp, marina or pier) will be prioritized according to the associated use.

(7) Land Acquisition: Land acquisition projects shall qualify for a maximum of fifty (50) percent funding. All pre-agreement expenses for land acquisition must be completed within one-year of the date of application for funding. Except for acquisition of publicly owned spoil disposal site, all funded land acquisition projects must construct the required boating access facility within 7 years of completion of the land acquisition, or the District may require the applicant to refund the program funding. Immediately upon acquiring title to the land, the applicant shall record a declaration of covenants in favor of the District stating that if the required boating access facility is not constructed within 7 years and dedicated for the public use as a boating access facility in perpetuity after completion of construction, the District shall require the applicant to refund the program funding.

(8) Seaport Funding Eligibility: Financial assistance to seaports may exceed the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the county in which such seaport is located if the seaport can demonstrate that a regional benefit occurs from the port's activities. Financial assistance to a seaport project that demonstrates a regional benefit shall not exceed an amount equal to (i) the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the counties where the benefit is demonstrated less (ii) funding allocated in the same fiscal year to all other local government projects funded in those counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (3) FS. History–New 12-17-90, Amended 6-24-93, 9-5-96, 2-6-97, Formerly 16T-2.005, Amended 5-17-98, 8-26-99, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 4-1-09, 3-7-11, 3-7-12, 4-10-13, 1-27-14, 5-15-16, 3-25-21.

66B-2.006 Application Process.

(1) Application Period: With the exception of eligible Disaster Relief Projects, eligible Small-Scale Spoil Island Restoration and Enhancement Projects eligible Small-Scale Derelict Vessel Applications and Waterway Cleanup Events, all applications for assistance through this program will be submitted during the authorized submission period that shall be established by vote of the Board at a scheduled meeting.

(2) Application Forms: Florida Inland Navigation District Waterways Assistance Program Project Application FIND Form Number 90-22 (effective date 4-24-06) and the Waterway Assistance Program Application and Evaluation Worksheet No. 91-25 and 91-25 (A) through (F) (effective date 1/2014) are hereby incorporated by reference and available from the District office. With the exception of projects eligible under the Small-Scale Spoil Island Restoration and Enhancement program, the Small-Scale Derelict Vessel program, and eligible Waterway Cleanup Events, all applications for financial assistance and support through this program from member counties and local governments shall be made on Form Number FIND 90-22 and the Waterway Assistance Program Project Application and Evaluation Worksheet No. 91-25 and 91-25 (A) through (F) and shall include a detailed cost estimate submitted on FIND Form No. 90-25, Florida Inland Navigation District Assistance Program Project Cost Estimate, (effective date 4-24-06), hereby incorporated by reference and available from the District office. In addition, all applicants shall submit a complete and detailed Project Timeline (FIND FORM No. 96-10) (effective date 4-15-07).

(3) Sponsor Resolution: The project sponsor shall approve the submission of an application by official resolution from its governing board or commission. Said resolution shall be made on FIND Form No. 90-21, Resolution for Assistance Under the Florida Inland Navigation District Waterways Assistance Program (effective date 10-14-92), hereby incorporated by reference and available from the District office.

(4) Attorney's Certification: If the application is for a project that is a land based development project the applicant shall submit an Attorney's Certification of Title, FIND Form Number 94-26 (effective date 5-25-00), hereby incorporated

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by reference and available from the District office.

(5) Maps and Geographic Information: All applicants shall be required to submit, at minimum, the following geographic information: A County location map, a project location map, a project boundary map, and a clear and detailed site development map for land development projects.

(6) Application Review: Applicants shall obtain the local FIND Commissioner's initials on Form No. 90-26 prior to submitting the application to the District office. It is the applicant's responsibility to make timely arrangements for the local FIND Commissioner's review. In the absence of extenuating circumstances outside of the applicant's control as determined by the Board of Commissioners, an application shall not be considered complete if it does not include the local FIND commissioner's initials on Form No. 90-26. Upon receipt in the District office, staff will review the applications for completeness of the informational requirements identified in the Application Checklist, FIND Form Number 90-26 (effective date 7-30-02), and for compliance with the eligibility requirements of this rule. When an application is determined by staff to be incomplete or ineligible, staff will immediately inform the applicant by mail. The applicant will then have until the date established by the Board in the application package to bring the application into compliance. If the applicant fails to provide a complete application in compliance with these rules, the application will not be considered for funding. In order to have a complete application, the applicant shall not only submit the forms required under Rule 66B-2.006, F.A.C., and any other information requirements identified in the Application Checklist (FIND Form Number 90-26), but such forms and other submitted information must be completely filled out, executed as applicable, and also establish compliance with Chapter 66B-2, F.A.C.

(7) Interlocal Agreements: Applications that the Board determines will directly benefit the maintenance of the Atlantic Intracoastal Waterway channel as documented by the District's long range dredged material management plans, will directly benefit the maintenance of the Okeechobee Waterway channel as documented by the District's long range dredged material management plan, will directly benefit the maintenance or improvement of District property, right-of-way or navigation interests, or have multiple funding partners including the Corps of Engineers as the project manager can qualify for project assistance through an interlocal agreement pursuant to Chapter 163 or Section 374.984(6)(a), F.S. District staff will identify these applications and present them to the Board for their determination as to funding. Interlocal agreement projects shall comply with all other provisions of this rule, except for pre-agreement expenses, permitting and property control requirements.

(8) Application Presentations: Applications determined to be complete and in compliance with this rule will be forwarded to the Board for review and then scheduled for presentation to the Board at a scheduled meeting of the Board. Applicants can decline to make a presentation to the Board by submitting a written request.

(9) Application Evaluation and Rating Score: Following the presentations, the Board will review the applications and evaluate them using the Waterways Assistance Program Application and Evaluation Worksheets No. 91-25 (A) through (F) for Waterways Assistance Program applications. The total points awarded to each application by the Commissioners will be averaged to determine an application's final rating score. The final rating score for each application must equal or exceed 35 points for the application to be considered for funding assistance. Reconsideration of any application with a final rating score of less than 35 points will only occur if the majority of the Commissioners evaluating the project rated the project equal to or exceeding 35 points and two-thirds of the Commissioners vote for reconsideration of the application. Only Applicants that are eligible under Rule 66B-2.0061, F.A.C., "Disaster Relief Applications," shall complete FIND Form No. 91-25F Emergency Re-Construction (effective date 4-24-06, 1/2014).

(10) Funding Determination: The Board will hold a funding allocation meeting at which time the Board will determine the allocation of funds, if any, to each project and the projects will be ranked by overall average score to facilitate final funding decisions by the Board. Allocations will be based in part upon the cumulative score of the applications as calculated from the Project Evaluation and Rating Form. Allocations will also be based upon the specific needs of the individual counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-2-92, 6-24-93, 4-12-95, Formerly 16T-2.006, Amended 5-25-00, 3-21-01, 7-30-02, 3-20-03, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 1-27-14.

66B-2.0061 Disaster Relief Applications.

Disaster Relief applications may be submitted to the District and considered by the Board at any time during the year to provide assistance to an eligible applicant for the removal of navigation obstructions and repair or replacement of

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waterway facilities damaged by a declared natural disaster. Applicants for Disaster Relief shall use the same forms listed in subsection 66B-2.006(2), F.A.C. The District shall consider these applications in accordance with these rules.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 6-24-93, Amended 2-6-97, Formerly 16T-2.0061, Amended 4-24-06, 3-25-21.

66B-2.007 Application Form.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 6-24-93, 2-3-94, 4-12-95, Formerly 16T-2.007, Repealed 7-30-02.

66B-2.008 Project Eligibility.

(1) Eligible Projects: Financial assistance and support through this program shall be used to plan or carry out public navigation and anchorage management, public recreation, environmental education, boating safety, acquisition and development of spoil sites and publicly owned commercial/industrial waterway access directly related to the waterways, acquisition and development of public boat ramps, launching facilities and boat docking and mooring facilities, inlet management, maritime management planning, environmental mitigation and beach renourishment.

(a) Program funds may be used for projects such as acquisition, planning, development, construction, reconstruction, extension, or improvement, of the following types of projects for public use on land and water. These project types will be arranged into a priority list each year by vote of the Board. The priority list will be distributed to applicants with the project application.

1. Public navigation channel dredging,
2. Public navigation aids and markers,
3. Inlet management projects that are a benefit to public navigation in the District,
4. Public shoreline stabilization directly benefiting the District's waterway channels,
5. Acquisition and development of publicly owned spoil disposal site and public commercial/industrial waterway access,
6. Waterway signs and buoys for safety, regulation or information,
7. Acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities,
8. Acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facilities,
9. Derelict Vessel Removal,
10. Waterways related environmental education programs and facilities,
11. Public fishing and viewing piers,
12. Public waterfront parks and boardwalks and associated improvements,
13. Maritime Management Planning,
14. Waterways boating safety programs and equipment,
15. Beach renourishment on beaches adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project; and,
16. Environmental restoration, enhancement or mitigation projects; and,
17. Other waterway related projects. Waterway projects that do not meet specific criteria in subsection 66B-2.005(5) or (6) or subparagraphs 66B-2.008(1)(a)1.-16., F.A.C., but are located on eligible waterways shall be considered for funding under the priority listing of "other waterway related project" and eligible for 25% funding.

(b) Ineligible Projects or Project Elements. Project costs ineligible for program funding or matching funds will include: contingencies, miscellaneous, reoccurring personnel related costs, irrigation equipment, ball-courts, park and playground equipment, and any extraneous recreational amenities not directly related to the waterway such as the following:

1. Landscaping that does not provide shoreline stabilization or aquatic habitat,
2. Restrooms for non-waterway users,
3. Roadways providing access to non-waterway users,
4. Parking areas for non-waterway users,
5. Utilities for non-waterway related facilities,
6. Lighting for non-waterway related facilities,

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7. Project maintenance and maintenance equipment,

8. Picnic shelters and furniture for non-waterway related facilities,

9. Vehicles to transport vessels; and,

10. Operational items such as fuel, oil, etc.

11. Office space that is not incidental and necessary to the operation of the main eligible public building; and,

12. Conceptual project planning, including: public surveys, opinion polls, public meetings, organizational conferences; and,

13. Inlet maintenance.

(c) Project Elements with Eligibility Limits: Subject to approval by the Board of an itemized expense list:

1. The following project costs will be eligible for program funding or as matching funding if they are performed by an independent contractor:

a. Project management, administration and inspection,

b. Design, permitting, planning, engineering or surveying costs for completed construction project,

c. Restoration of sites disturbed during the construction of an approved project,

d. Equipment costs.

Before reimbursement is made by the District on any of the costs listed in subparagraph 1., above, a construction contract for the project, approved and executed by the project sponsor and project contractor must be submitted to the District.

2. Marine fire-fighting, Marine law enforcement and other vessels are eligible for a maximum of $125,000 in initial District funding. All future replacement and maintenance costs of the vessel and related equipment will be the responsibility of the applicant.

3. Waterway related environmental education facility funding will be limited to those project elements directly related to the District's waterways.

(d) Phasing of Projects: Applications for eligible waterway projects may be submitted as a phased project where Phase I will include the design, engineering and permitting elements and Phase II will include the construction of the project. A description and cost estimate of the Phase II work shall be submitted along with the Phase I application for Board review.

(2) Property Control: The site of a new proposed land-based development project, with the exception of those projects requesting Small-Scale Spoil Island Restoration and Enhancement funding, shall be dedicated for the public use for which the project was intended for a minimum period of 35 years after project completion. Such dedication shall be in the form of a deed, lease, management agreement or other legally binding document and shall be recorded in the public property records of the county in which the property is located. This property control requirement also applies to a project site owned by another governmental entity. The governmental entity that owns the project site may be joined as a co-applicant to meet this property control requirement. Existing land based development projects that are being repaired, replaced or modified must demonstrate that the project site has been dedicated for public use for at least 25 years with at least 10 years remaining on the dedication document. Property shall also be deemed dedicated for public use if:

(a) The property has been designated for the use for which the project is intended (even though there may have been no formal dedication) in a plat or map recorded prior to 1940, or

(b) The project sponsor demonstrates that it has had exclusive control over the property for the public use for which the project is intended for a period of at least 30 years prior to submission of the application, or

(c) There is no ongoing litigation challenging the designated use of the property as shown on the plat or map, nor has there been any judicial determination contrary to the use by the public for the use shown on the plat or map.

(3) Permits: The project sponsor is responsible for obtaining and abiding by any and all federal, state and local permits, laws, proprietary authorizations and regulations in the development and operation of the project. Applicants for construction projects that include elements that require state or federal environmental permits or proprietary authorizations will demonstrate that all required environmental permitting and authorizations will be completed by the third Monday in September. This demonstration will be by submission of the required environmental permit(s) and authorizations, or by submission of a letter from the agency(s) stating that a permit or authorization is not required. Failure to timely submit the required environmental permits and authorizations or letters stating such permits or authorizations are not required shall result in the application not being considered for funding.

(4) Public Marina Qualifications: All public marina projects funded through this program shall include sewage

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pumpout facilities for vessels, unless the applicant can demonstrate that inclusion of such a facility is physically, operationally or economically impracticable. All public marina projects funded through this program shall have at least ten percent (10%) of their slips or mooring areas available for transient vessels. Public marina dockage rates shall be within market comparison of the dockage rates of other area marinas. The public marina will be required to establish and maintain an accounting of the funds for the facility and shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life.

(5) The District may assist eligible local governments with efforts to prepare and implement a comprehensive maritime management plan. The plan shall be utilized by the eligible government to promote and maximize the public benefit and enjoyment of eligible waterways, while identifying and prioritizing the waterway access needs of the community. The plan should not duplicate any existing or ongoing efforts for the same waterway or water shed, nor shall the District participate in any effort that does not address the basic maritime needs of the community.

(a) Existing plans may be updated at reasonable intervals or amended to include waterway areas previously not included in the original effort. Public, government, environmental, industry and other pertinent interest groups shall be solicited and included for input in the planning process.

(b) The plan shall be utilized as a tool to provide a minimum 5-year planning analysis and forecast for the maritime needs of the community, and shall include, at minimum, the following:

1. Public boat ramp and ramp parking inventory and analysis.
2. Public mooring and docking facility analysis, including day docks and transient slips.
3. Commercial and working waterfront identification and needs analysis.
4. The identification, location, condition and analysis of existing and potential navigation channels.
5. An inventory and assessment of accessible public shorelines.
6. Public Waterway transportation needs.
7. Environmental conditions that affect boat facility siting, a current resource inventory survey, and restoration opportunities.
8. Economic conditions affecting the boating community and boating facilities.
9. Acknowledgment and coordination with existing data and information, including an emphasis on the Intracoastal Waterway.

(c) Projects requested for assistance program funding shall be consistent with the applicant's maritime management plan. The applicant should utilize the plan to assist in prioritizing waterway improvement projects.

(6) All eligible environmental restoration, enhancement or mitigation projects as well as the environmental restoration, enhancement or mitigation components of other types of projects shall be required to pursue and assign any available mitigation credits to the District for that share of the project funded through the District's Assistance Program. All eligible environmental restoration, enhancement or mitigation projects shall provide public access where possible.

(7) Final Decisions: The Board will make all final decisions on the eligibility of a Project or specific project costs.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1)-(3) FS. History–New 12-17-90, Amended 9-2-92, 6-24-93, 2-3-94, 4-12-95, 9-5-96, 2-6-97, Formerly 16T-2.008, Amended 5-17-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-20-03, 3-3-04, 4-15-07, 3-25-08, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15, 2-21-16, 3-25-21, 3-9-23, 3-11-24.

66B-2.009 Project Administration.

The District will appoint a project manager who shall be responsible for monitoring the project and the project agreement. The project manager shall also be responsible for approving all reimbursement requests. The project sponsor shall appoint a liaison agent, who will be a member of the eligible applicant's staff, to act on its behalf in carrying out the terms of the project agreement. Administration of the project will be as follows:

(1) Project Agreement: For each funded project, the District and the project sponsor will enter into a project agreement. The project agreement shall be executed and returned by the project sponsor within six (6) months of the approval of the project funding and prior to the release of program funds, setting forth the mutual obligations of the parties concerning the project. The project agreement shall incorporate the applicable policies and procedures of the program as outlined in this rule. Project agreements will be for a two-year period with the possibility for one, one-year extension. Any request for a one-year extension of funding shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than July of fiscal year two of the approved project. This request will then be

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considered by the DISTRICT Board, whose decision shall be final. In review of these requests, the Board will take into consideration the current status and progress of the project and the ability of the applicant to complete the project within one additional year.

(2) Matching Funds: The project sponsor shall clearly identify and enumerate the amount and source of the matching funds it will be using to match the program funds supplied by the District for an approved project. The project sponsor shall provide suitable evidence that it has the matching funds available at the time the project agreement is executed.

(3) Agreement Modification: All proposed changes to the project agreement must be submitted to the District in writing by the project sponsor accompanied by a statement of justification for the proposed changes. All project agreement amendments shall be approved by the District Board, except that the Executive Director may approve a minor project agreement amendment for a project within a county with the local District commissioner's concurrence. A minor project amendment shall not change the approved project's category, result in a reallocation of more than 35% of the approved funding of the project among project elements, nor allow for a greater than 35% change in the project scale or scope of work. Project agreement amendments will not include a change to the approved project's location or a change in the approved project's purpose or project type. Agreed changes shall be evidenced by a formal amendment to the project agreement and shall be in compliance with these rules.

(4) Project Reporting: The liaison agent will submit quarterly reports to the project manager summarizing the work accomplished since the last report, problems encountered, percentage of project completion and other appropriate information. These reports shall continue throughout the length of the project period until completion of the project. The report shall be submitted on Form 95-02, "Assistance Program Project Quarterly Status Report," dated 7-30-02, hereby incorporated by reference and available at the District office. A Final Project Report shall be submitted at the completion of the project and shall at minimum include: project summary, photo of completed project, final cost, project benefits to the waterway and location address.

(5) Reimbursement Requests: The liaison agent may submit periodic reimbursement requests during the project period in accordance with Rule 66B-2.011, F.A.C. The project manager will approve or disapprove all reimbursement requests. The final payment of program funds will be made upon certified completion of the project by the District.

(6) Project Inspection: Upon reasonable request, the project manager shall have the right to inspect the project and any and all records relating to the project.

(7) Project Completion: The project shall be completed within three (3) years of the date of the beginning of the District's first fiscal year for which the project was approved. If the completion of a project is impacted by a declared state of emergency and the Board waives this rule section, the extension of time granted shall not exceed one additional three (3) year period.

(8) Project Completion Requirements: Upon completion of the project, the liaison agent shall provide the following to the project manager:

(a) A Project Completion Certificate, FIND Form No. 90-13 (effective date 7-30-02), hereby incorporated by reference and available from the District office, which certifies that the project was completed in accordance with the project agreement and the final project plans.

(b) A final reimbursement request accompanied by all required billing statements and vouchers.

(c) Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.

(d) Photograph(s) of the completed project clearly showing the program improvements.

(9) Project Completion Review: The project manager will review the project completion package and will authorize or reject the final reimbursement payment which will include all retained funds from previous requests.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.009, Amended 3-21-01, 7-30-02, 3-7-11, 1-27-14, 3-25-21.

66B-2.010 Project Agreement.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-5-96, Formerly 16T-2.010, Amended 3-21-01, Repealed 7-30-02.

66B-2.011 Reimbursement.

The District shall release program funds in accordance with the terms and conditions set forth in the project agreement.

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This release of program funds shall be on a reimbursement only basis. The District shall reimburse the project sponsor for project costs expended on the project in accordance with the project agreement. Project funds to be reimbursed will require the submission of a Reimbursement Request Form and required supporting documents, FIND Form No. 90-14 (effective date 7-30-02) hereby incorporated by reference and available from the District office.

(1) Authorized Expenditures: Project funds shall not be spent except as consistent with the project agreement cost estimate that was approved by the Board, which shall be an attachment to the project agreement. This cost estimate will establish the maximum funding assistance provided by the District and the percentage of funding provided by each party to the project. The District will pay the lesser of:

(a) The percentage total of project funding that the Board has agreed to fund, or

(b) The maximum application funding assistance amount.

(2) Phase I Reimbursement: In accordance with these rules, reimbursement cannot be made on a Phase I application until a construction contract is executed by the applicant for the construction phase of the project. If the Phase I project is completed but a construction contract is not executed by the three (3) year project deadline, then the District shall only allow one (1) year from the Phase I project deadline to enter into the required construction contract before the Phase I funding is cancelled.

(3) Reimbursement Requests: All project costs shall be reported to the District and summarized on the Reimbursement Request Form. All requests for reimbursement shall include supporting documentation such as billing statements for work performed and cancelled payment vouchers for expenditures made.

(4) Retainage: The District shall retain ten percent (10%) of all reimbursement payments until final certification of completion of the project. The District shall withhold any reimbursement payment, either in whole or part, for non-compliance with the terms of this agreement.

(5) Check Presentations: A District representative shall present the final reimbursement check to the project sponsor during a public commission meeting or public dedication ceremony for the project facility.

(6) Recovery of Additional Project Funding: If the project sponsor receives additional funding for the project costs from another source that was not identified in the original application and that changes the agreement cost-share percentage, the project sponsor shall proportionately reimburse the District's program funds equal to the cost-share percentage in the approved project agreement. The project sponsor shall promptly notify the District of any project payments it receives from a source other than the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 6-24-93, Formerly 16T-2.011, Amended 3-31-99, 7-30-02, 3-7-11.

66B-2.012 Accountability.

The following procedures shall govern the accountability of program funds:

(1) Accounting: Each project sponsor is responsible for maintaining an accounting system which meets generally accepted accounting principles and for maintaining such financial records as necessary to properly account for all program funds.

(2) Quarterly Reports: The project sponsor shall submit quarterly project status reports to FIND in accordance with subsection 66B-2.009(4), F.A.C.

(3) Completion Certification: All required final completion certification documents and materials as outlined in subsection 66B-2.009(8), F.A.C., of this rule shall be submitted to the District prior to final reimbursement of program funds.

(4) Auditing: All project records including project costs shall be available for review by the District or by an auditor selected by the District for 3 years after completion of the project. Any such audit expenses incurred shall be borne entirely by the project sponsor.

(5) Project Records: The project sponsor shall retain all records supporting project costs for three years after either the completion of the project or the final reimbursement payment, whichever is later, except that should any litigation, claim, or special audit arise before the expiration of the three year period, the project sponsor shall retain all records until the final resolution of such matters.

(6) Repayment: If it is found by any State, County, FIND, or independent audit that program funds have not been used in accordance with this rule and applicable laws, the project sponsor shall repay the misused program funds to the

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District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.012, Amended 7-30-02.

66B-2.013 Acknowledgement.

The project sponsor shall erect a permanent sign, approved by the District, at the entrance to the project site which indicates the District's participation in the project. This sign shall contain the FIND logo. In the event that the project sponsor erects a temporary construction sign, this sign shall also recognize the District's participation. If the final product of the project is a report, study or other publication, the District's sponsorship of that publication shall be prominently indicated at the beginning of the publication. If the project results in an educational display, the District's logo and a statement of the District's participation in the project shall be contained in the display.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.013, Amended 2-22-10.

66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects.

Proposals shall be accepted for the restoration or enhancement of spoil islands and natural islands within the District's waterways for recreational, navigational, educational, and environmental purposes. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – A Request for Proposals procedure will be used to request proposals for consideration. Proposals shall follow the format described in FIND Document #03-02, Call for Proposals – Small-Scale Spoil Island Restoration and Enhancement Program (effective date 7-30-02), hereby incorporated by reference and available from the District office. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Matching Funds: Small-scale spoil island restoration and enhancement may qualify for up to ninety percent (90%) program funds. The applicant's ten percent (10%) matching funds may include in-kind contribution pursuant to paragraph 66B-2.014(4)(b), F.A.C.

(3) Eligibility: All proposals must meet the following eligibility criteria to be considered for funding:

(a) Management Plan Compliance: Projects shall be in compliance with the provisions of any Spoil Island Management Plans or other management plans that govern the Project site.

(b) Property Control: The Project Sponsor must have written property rights on the Project site to construct and maintain the Project for a minimum of five years. Such property rights can be in the form of a lease, interlocal agreement, use agreement or other legal form approved by the District. The applicant shall include a map clearly delineating the location of all proposed work included in the application.

(4) Funds Allocation: Funds shall be allocated pursuant to Rule 66B-2.005, F.A.C., subject to the exceptions identified in this rule, and with the following additions:

(a) The District shall fund a maximum of up to $10,000 per project, not to exceed $30,000 per County, per fiscal year.

(b) The Project Sponsor may contribute in-kind construction labor; such in-kind construction labor costs will be valued at the Independent Sector estimated national value of each volunteer hour. No administrative costs can be incorporated into the Project as Project costs.

(c) The funding provided by the District shall only be allocated for specific Project expenses such as construction materials, trash removal and management, sign installation, plant materials, herbicides, etc. The funding provided by the District shall not be allocated for parties, food or beverages.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 7-30-02, Amended 4-24-06, 3-7-11, 3-25-21, 3-11-24.

66B-2.015 Small-Scale Derelict Vessel Removal Projects.

Proposals shall be accepted for financial assistance for the removal of derelict vessels within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – Applications shall be submitted on a completed FIND Form No. 05-01 (Small-Scale

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Derelict Vessel Removal Program) (effective date 4-24-06), and FIND Form No. 01-06 (Small-Scale Derelict Vessel Removal Program – Project Cost Estimate), (effective date 4-24-06), hereby incorporated by reference and available from the District office. Applications may be submitted to the District and considered by the Board at any time during the year.

(2) The District shall only fund applicants that have identified derelict vessels to be removed and have a current bid for removal for such vessels, or have completed the removal of such vessels within the 6 months preceding the application, subject to eligibility under these program rules.

(3) The program must be sponsored by an eligible government agency or not-for-profit organization.

(4) District funding shall be limited to $150,000.00 per county, per year, provided on a reimbursement basis only. The limitation on pre-agreement expenses may be waived by the Board in accordance with subsection 66B-2.005(3), F.A.C.

(5) The eligible applicant must provide the remaining matching funds for project completion. In no case shall the District's cost-share contribution exceed 75% of the total project costs. In-house project management or administration costs are not eligible costs or matching costs.

(6) The derelict vessel must be located in the District's Waterways, as defined in Rule 66B-2.003, F.A.C. The applicant shall include a map clearly delineating the location of all vessels included in the application.

(7) The District shall be recognized when possible in all written, audio or video advertising and promotions as a participating sponsor of the program.

(8) The funding provided by the District shall only be allocated for removal of derelict vessels. The District is providing program reimbursement funds only and shall be held harmless with regards to the activities initiated by the applicant.

(9) The applicant shall be responsible for all maintenance, management, disposal and operating expenses associated with the program.

(10) Funds derived from the sale of any derelict vessels or vessel parts removed through this grant program must be reinvested into the applicant's derelict vessel removal program.

(11) The District Board shall make all final decisions concerning the provision of funding for this program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 4-24-06, Amended 4-15-07, 3-25-08, 3-7-11, 1-27-14, 3-25-21, 3-9-23, 3-11-24.

66B-2.016 Waterways Cleanup Events.

Proposals shall be accepted for financial assistance for the organized removal of refuse within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure: Prior to the event, a request for funding shall be submitted to the District by means of a cover letter detailing the occurrence of the cleanup, contact information, a map of the cleanup locations and the general parameters of the event. In addition, the Applicant will submit a detailed budget clearly delineating the expenditure of all District funds, as well as the overall general budget of the event. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Availability: The District shall fund a maximum of one clean-up program per waterway, per year within a county, with exception to the provisions of subsections (8) through (10), below.

(3) Applicant Eligibility: The clean-up program must be sponsored by a government agency or a registered not-for-profit corporation.

(4) Funding: District funding shall be limited to $5,000 per waterway, per county, except for the provisions of subsections (8) through (10), below.

(5) The District shall be recognized in all written, online, audio or video advertising and promotions as a participating sponsor of the clean-up program.

(6) Funding Eligibility: The funding provided by the District shall only be allocated to reimburse the applicant for out of pocket expenditures related to specific cleanup program expenses such as trash bags, trash collection, haul and landfill fees, gloves, advertising, T-shirts, and related expenses. The funding provided by the District shall not be allocated for parties, meetings, food or beverages.

(7) The District Board shall make all final decisions concerning the provision of funding for a clean-up program.

In addition to the requirements stated above, a cleanup program implementing all of the following additional incentives

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will qualify for up to additional $5,000 in clean up funds.

(8) The clean-up program budget must provide equal or greater matching funds for all Navigation District funding.

(9) The applicant shall tally and report the composition and location of the waterway-related debris, with the goal to show definitive progress in the amount of refuse collected, a reduction in the overall debris in the waterway, or an increase in the number of additional waterway areas included in the clean up.

(10) For each additional $1,000 in Navigation District funding, the applicant shall coordinate a minimum of one waterway collection point or clean up area, or an applicant can conduct an additional waterway cleanup program for the waterway areas.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 3-7-11.

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EXHIBIT C

FLORIDA INLAND NAVIGATION DISTRICT

ASSISTANCE PROGRAM

Matching Funds Certification

Sponsor:_____

Project Title:_____ Project #:_____

Source of Matching Funds: _____

_____

Amount of Matching Funds: _____

_____

I hereby certify that the above referenced project Sponsor, as of October 01, 2023, has the required matching funds for the accomplishment of the referenced project in accordance with the Waterways Assistance Program Project Agreement between the Florida Inland Navigation District and the Sponsor, dated _____.*

Project Liaison Name:_____

Project Liaison Signature:_____

Date:_____

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

FIND Form No. 95-01
New 9/9/95 (revised 7-30-02)

Attachment: Exhibit A - FIND Riverside Park Bulkhead Replacement Grant Agreement (2024-R-89 : FIND Grant Acceptance - Riverside Park

EXHIBIT D

FLORIDA INLAND NAVIGATION DISTRICT
ASSISTANCE PROGRAM
PAYMENT REIMBURSEMENT REQUEST FORM

PROJECT NAME: _____ PROJECT #:_____

PROJECT SPONSOR: _____ BILLING #:_____

Amount of Assistance	A.	_____
Less Previous Total Disbursements	B.	_____
and Less Previous Total Retainage Held Balance Available	=	_____

Funds Requested This Disbursement

Funds Requested	C.	_____
Less Retainage (-10% unless final)	D.	_____
Check Amount	=	_____

Amount of Assistance		_____
Less Total Prior and Current Payments Including all retainage held (B+C)	=	_____
= Balance Remaining		_____

SCHEDULE OF EXPENDITURES

Expense Description (Should correspond to Cost Estimate Sheet Categories in Exhibit "A")	Vendor Name	Check No. and Date	Total Cost	Applicant Cost	FIND Cost

FIND - Form No. 90-14
Effective Date 7-30-02)

(NOTE: Signature Required on Page 2)

Attachment: Exhibit A - FIND Riverside Park Bulkhead Replacement Grant Agreement (2024-R-89 : FIND Grant Acceptance - Riverside Park

EXHIBIT D (CONTINUED)

SCHEDULE OF EXPENDITURES

Expense Description (**Should correspond to Cost Estimate Sheet Categories in Exhibit "A"**)	Vendor Name	Check No. and Date	Total Cost	Applicant Cost	FIND Cost

Certification for Reimbursement: I certify that the above expenses were necessary and reasonable for the accomplishment of the approved project and that these expenses are in accordance with Exhibit "A" of the Project Agreement. *

Project Liaison

Date

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

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EXHIBIT E

FLORIDA INLAND NAVIGATION DISTRICT ASSISTANCE PROGRAM

Project Completion Certification

Sponsor:_____

Project Title:_____ Project #:_____

I hereby certify that the above referenced project was completed in accordance with the Assistance Program Project Agreement between the Florida Inland Navigation District and _____, dated _____, 20_____, and that all funds were expended in accordance with Exhibit "A" and Paragraph 1 of the Project Agreement. *

Project Liaison Name:_____

Project Liaison Signature:_____

Date:_____

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

FIND Form No. 90-13
(Effective Date: 12-17-90, Revised 7-30-02)

Attachment: Exhibit A - FIND Riverside Park Bulkhead Replacement Grant Agreement (2024-R-89 : FIND Grant Acceptance - Riverside Park

EXHIBIT F

ASSISTANCE PROGRAM PROJECT
QUARTERLY STATUS REPORT

PROJECT NO. _____

PROJECT TITLE: _____

PROJECT SPONSOR: _____

REPORT PERIOD (Please place an " X " in front of the report period and complete the year in the table below.)

___Oct-Dec 20__ ;	___Jan-Mar 20__ ;	___April-June 20__ ;	___July-Sept 20__
Report Due: (Dec 30)	**(March 30)**	**(June 30)**	**(Sept 30)**

WORK ACCOMPLISHED:

PROBLEMS ENCOUNTERED:

PERCENTAGE COMPLETION:

OTHER NOTABLE ITEMS:

Form No. 95-02
(Effective Date: 7-30-02)

EXHIBIT G
ASSISTANCE PROJECT SCHEDULE

OCTOBER 2024-	Project Agreement Executed, Project Initiates.	
DECEMBER 30, 2024-	First Quarterly Report Due. -	Use Quarterly Status Report Form Exhibit F http://www.aicw.org/assistance_programs/ waterway_assistance_programs/index.php
MARCH 30, 2025-	Second Quarterly Report Due.	
JUNE 30, 2025-	Third Quarterly Report Due.	
SEPTEMBER 30, 2025-	Fourth Quarterly Report Due.	
DECEMBER 30, 2025-	Fifth Quarterly Report Due.	
MARCH 30,02026-	Sixth Quarterly Report Due.	
JUNE 30, 2026-	Seventh Quarterly Report Due.	

NOTE: If the project <u>will not</u> be completed and all close out paperwork submitted by September 30th , a request for a 1-year extension of the completion date of the project should be submitted with the June 2026 quarterly report.

SEPTEMBER 1-30, 2026- Work on Closeout paperwork
Closeout paperwork consists of :

1. Project Completion Certificate, FIND Form No. 90-13 (effective date 7-30-02), which certifies that the project was completed in accordance with the project agreement and the final project plans.
2. A final reimbursement request accompanied by all required supporting documentation including bills and canceled payment vouchers for expenditures.
3. Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.
4. Photograph(s) of the completed project clearly showing the program improvements. (jpg or tif format)
5. A Final Project Report (1-2 pages) that shall at minimum include: project name and address, project summary, final cost, and project benefits to the waterway.

SEPTEMBER 30, 2026 - End of Grant. All work must be complete closeout paperwork submitted.

October 2026- finish processing closeout paperwork, perform project inspection and submit final reimbursement check and coordinates check presentation with sponsor.

<u>NOTE: ANY MODIFICATIONS</u> to the PROJECT shall require advance notice and prior written <u>approval of the District</u>. The appropriate timing for modifications to the project cost estimate, Exhibit A, would be after receipt of bids.

***NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit G may result in revocation of this agreement pursuant to Section 13 of the project agreement.**

Attachment: Exhibit A - FIND Riverside Park Bulkhead Replacement Grant Agreement (2024-R-89 : FIND Grant Acceptance - Riverside Park

EXHIBIT H

http://www.aicw.org/studies_and_information/bids_files_plans_logos/logos.php#revize_document_center_rz617

Attachment: Exhibit A - FIND Riverside Park Bulkhead Replacement Grant Agreement (2024-R-89 : FIND Grant Acceptance - Riverside Park

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **November 12, 2024**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Awarding the Contract for Lift Station #4 Replacement to All State Civil Construction in the Amount of $923,705.00 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2024-R-90**
APPLICANT:
PLANNER:

DISCUSSION:

On September 19, 2024, a bid opening was held for Lift Station #4 Replacement Construction. The construction will replace the existing outdated lift station with a new modern life station with a permanent mounted by-pass pump to ensure uninterrupted services. The lift station is a master lift station. As a master lift station, the replacement will also be elevated out the flood plan to limit storm infiltration into the collection system. Bid 24-WW-02 is attached for reference as "Exhibit A".

Four (4) competitive proposals were received from contractors for this project:

All State Civil Construction	$ 923,705.00
Danus Utilities	$1,002,343.00
Amcon Development	$1,089,031.11
Gregori Construction	$1,263,000.00

The City's engineer of record for the project, Parker Mynchenberg & Associates, Inc., reviewed the proposals. After review, the engineer recommends All State Civil Construction be awarded the contract as attached in "Exhibit B".

The utility project is a planned capital program to maintain the reliable sewer collection system. The recommended low bid proposal by All State Civil Construction is attached in "Exhibit C".

The project was originally bid in 2023, but exceeded the available budget with a low bid of $1,310,661.62. Staff, with the assistance of the engineer of record, re-evaluated the project to a more competitive price. As a result of the evaluation, it was determined that the long lead time on capital equipment was in part responsible for the project artificially inflated price. Therefore, with City Commission approval, the utility purchased the long lead time items for the lift station such as pumps, control panel and by-pass pump to provide a more advantageous rebid. The equipment was purchased directly at a cost of $293,077.00.

Staff have the capital equipment in stock for Lift Station # 4 replacement for the construction to proceed. After review of the All State Construction bid, staff concur with the engineer's recommendation of award. Purchasing the equipment directly and rebidding the project saved approximately $ 93,879.62 including $17,584.62 in City owner direct purchase tax savings.

FISCAL ANALYSIS:

Capital Project Number 25-WW-01 (Lift Station #4 Rehabilitation) Account 407-8110-580-6300 has been established with sufficient funds to construct the improvements.

The bid is $923,705.00.

STAFF RECOMMENDATION:

Award the contract for the construction of Lift Station #4 Replacement to All State Civil Construction in the amount of $923,705.00 and authorize the City Manager to execute the same.

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 #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.

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:

AWARD THE CONTRACT FOR THE CONSTRUCTION OF LIFT STATION #4 REPLACEMENT TO ALL STATE CIVIL CONSTRUCTION IN THE AMOUNT OF $923,705.00 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACT AND BUDGET AMENDMENT TO IMPLEMENT PROJECT.

ATTACHMENTS:

- Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (PDF)
- Exhibit B - Engineer Evaluation and Award Recommendation (PDF)
- Exhibit C - All State Civil Construction Bid ITB 24-WW-02 (PDF)

Resolution No. 2024-90

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING THE CONTRACT FOR LIFT STATION #4 REPLACEMENT TO ALL STATE CIVIL CONSTRUCTION IN THE AMOUNT OF $923,705.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA AWARDING THE CONTRACT FOR LIFT STATION #4 REPLACEMENT TO ALL STATE CIVIL CONSTRUCTION IN THE AMOUNT OF $923,705.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, An Invitation to Bid was advertised for the construction of Lift Station #4 Replacement; and

WHEREAS, Four (4) proposals were received for this project; and

WHEREAS, All State Civil Construction was the apparent low bidder for this project; and

WHEREAS, the proposal from All State Civil Construction has been vetted with a recommendation of award given by the project engineer of record, Parker Mynchenberg & Associates, Inc.; and

WHEREAS, the City utility budgeted for planned Capital Project 25-WW-01 to proceed with construction.

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 award the contract to replace lift station #4 to All State Civil Construction in the amount of $923,705.00 and authorize the City Manager to execute the same.

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 12th day of NOVEMBER, 2024.

CITY OF HOLLY HILL, FLORIDA

LIFT STATION #4 REPLACEMENT RE-BID

BID NO. 24-WW-02

HOLLY HILL
FLORIDA

April 2024

Prepared by:

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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CITY OF HOLLY HILL
LIFT STATION #4 Replacement
BID NO. 24-WW-02

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Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

SECTION 00 02 00
INVITATION TO BID

CITY OF HOLLY HILL, FLORIDA
LIFT STATION #4 Replacement
BID# 24-WW-02

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

LIFT STATION #4 REPLACEMENT

Sealed bids will be accepted by the City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, ***until 2:00 p.m., September 19, 2024*** 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., August 22, 2024.***. 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 the City's Lift Station #4. Work includes demolition of existing lift station, installation of a new wet well with three (3) submersible pumps and one (1) mixer, permanent bypass pump, new electrical system and associated improvements. Pump, mixer, and permanent bypass pump equipment will be provided by the City.

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 info@parkermynchenberg.com. Questions to be submitted no later than 5:00 p.m. on ***September 4, 2024.***

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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

One (1) original, 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 #4 REPLACEMENT RE-BID.**

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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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 #4 REPLACEMENT

BID NO. 24-WW-02

All above referenced work shall be complete, in place, and ready for service in accordance with the drawings and specifications prepared therefore by Parker Mynchenberg & Associates, Inc. and entitled,

LIFT STATION #4 REPLACEMENT

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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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 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 #4 REPLACEMENT

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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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 place 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.

END OF SECTION

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

SECTION 00 30 00
PROPOSAL

FOR

CITY OF HOLLY HILL

LIFT STATION #4 REPLACEMENT

BID NO. 24-WW-02

(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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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 #4 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:**

_____

(In Words)

Dollars $_____(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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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: Section 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
Affidavit of E-Verify Requirements Compliance: Section 00 48 80
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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

acceptable supplier of the particular item listed. The equipment which falls under these two categories is a 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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

SECTION 00 31 00
SCHEDULE OF UNIT PRICES

CITY OF HOLLY HILL
LIFT STATION #4 REPLACEMENT
BID# 24-WW-02

ITEM NO.	*DESCRIPTION*	*QTY*	*UNIT*	*UNIT COST*	*TOTAL*
1	Preconstruction Video	1	LS		
2	Bypass Pumping	1	LS		
3	Demolition of Existing Lift Station	1	LS		
4	Complete Lift Station	1	LS		
5	Tie-Ins				
	a) Tie-In to Existing Force Main	1	LS		
6	Electrical	1	LS		
7	FPL Power Switchover Allowance Up To Limit With Documenati	1	LS	$25,000.00	
8	Permits and Allowances Up To Limit With Documenation	1	LS	$10,000.00	
9	As-Built Plans	1	LS		
10	MOT	1	LS		
11	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: _____

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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?

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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: _____

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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 #4 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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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

_____

_____
Address

_____
Corporate Principal

ATTEST:

_____ _____
President AFFIX
CORPORATE SEAL

_____

_____
Address

By_____
AFFIX
CORPORATE SEAL

_____
Corporate Surety

ATTEST:

_____ _____
Title

END OF SECTION

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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 contenders.

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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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).

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

(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:

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

SECTION 00 48 60

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Project Number: ITB # 24-WW-02

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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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,

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

SECTION 00 48 80

Affidavit of E-Verify Requirements Compliance

ITB 24-WW-02 Lift Station #4 Replacement

The Consultant/Contractor agrees to comply with Section 448.093, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 448.093, Florida Statutes.

1. The Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Contractor during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant/subcontractor during the Agreement term.

2. That the Consultant/Contractor understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subconsultant/subcontractors performing work under this Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of this Agreement for which the City may immediately terminate the Agreement without notice and without penalty. The Consultant/Contractor further understands and agrees that in the event of such termination, the Consultant/Contractor shall be liable to the City for any costs incurred by the City as a result of the Consultant's/Contractor's breach

Consultant/Contractor shall execute and return the Affidavit of E-Verify Requirements Compliance to City. IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

_____ _____

Consultant/Contractor Name and Address

Signature

_____

Name and Title

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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:

Trench Safety Item (Description)	Cost
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

_____

(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)

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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, materials, equipment for:

Replacement of the City's Lift Station #4. Work includes demolition of existing lift station, installation of a new wet well with three (3) submersible pumps and one (1) mixer, permanent bypass pump, new electrical system and associated improvements. Pump, mixer, and permanent bypass pump equipment will be provided by the City.

LIFT STATION #4 REPLACEMENT

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

a. Invitation
b. Instructions
c. Proposal
d. This Agreement
e. Performance Bond
f. Labor and Material Payment Bond
g. Insurance
h. Specifications
i. Addenda (if any)
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 **$1,000 (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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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

_____ By_____

Valerie Manning Joseph A. Forte

Title City Clerk Title City Manager

_____

WITNESS: CONTRACTOR

_____ By_____

END OF SECTION

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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

LIFT STATION 4 REPLACEMENT

Name of Project
City Project No. **24-WW-02**
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 Parker Mynchenberg & Associates, 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

Capital Project
11/8/2010 - LL

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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____.

_____
(Name of Principal)

Attest:

_____ By:_____
(As to Corporate Principal) Secretary

Name/Title:_____

_____
(Witness to Principal) (*Corporate Seal*)

_____
(Surety)

_____ By:_____
(Witness to Surety)

(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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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**. 24-WW-02

Description of Work:

Replacement of the City's Lift Station #4. Work includes demolition of existing lift station, installation of a new wet well with three (3) submersible pumps and one (1) mixer, permanent bypass pump, new electrical system and associated improvements. Pump, mixer, and permanent bypass pump equipment will be provided by the City.

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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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 #4 REPLACEMENT

located in Holly Hill, Volusia County, Florida, and identified by the City of Holly Hill as Case No. 24-WW-02.

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: _____

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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 Parker Mynchenberg & Associates, Inc., 1729 Ridgewood Ave., Holly Hill, FL 32117.

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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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 #4 REPLACEMENT

in accordance with the plans and specifications therefore, as prepared by Parker Mynchenberg & Associates, 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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

SECTION 00 69 00
CONSENT OF SURETY
For Final Payment

Project Name:

LIFT STATION #4 REPLACEMENT

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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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

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ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

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National Society of Professional Engineers

1420 King Street, Alexandria, VA 22314-2794

(703) 684-2882

www.nspe.org

American Council of Engineering Companies

1015 15th Street N.W., Washington, DC 20005

(202) 347-7474

www.acec.org

American Society of Civil Engineers

1801 Alexander Bell Drive, Reston, VA 20191-4400

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GUIDELINES FOR USE OF EJCDC® C-700, STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

1.0 PURPOSE AND INTENDED USE OF THE DOCUMENT

EJCDC® C-700, Standard General Conditions of the Construction Contract (2018), is the foundation document for the EJCDC Construction Series. The General Conditions define the basic rights, responsibilities, risk allocations, and contractual relationship of the Owner and Contractor, and establish how the Contract is to be administered.

2.0 OTHER DOCUMENTS

EJCDC documents are intended to be used as a system and changes in one EJCDC document may require a corresponding change in other documents. Other EJCDC documents may also serve as a reference to provide insight or guidance for the preparation of this document.

These General Conditions have been prepared for use with either EJCDC® C-520, Agreement Between Owner and Contractor for Construction Contract (Stipulated Price), or EJCDC® C-525, Agreement Between Owner and Contractor for Construction Contract (Cost-Plus-Fee) (2018 Editions). The provisions of the General Conditions and the Agreement are interrelated, and a change in one may necessitate a change in the other.

To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC® C-800, Supplementary Conditions of the Construction Contract (2018).

The full EJCDC Construction series of documents is discussed in the EJCDC® C-001, Commentary on the 2018 EJCDC Construction Documents (2018).

3.0 ORGANIZATION OF INFORMATION

All parties involved in a construction project benefit significantly from a standardized approach in the location of subject matter throughout the documents. Experience confirms the danger of addressing the same subject matter in more than one location; doing so frequently leads to confusion and unanticipated legal consequences. Careful attention should be given to the guidance provided in EJCDC® N-122/AIA® A521, Uniform Location of Subject Matter (2012 Edition) when preparing documents. EJCDC® N-122/AIA® A521 is available at no charge from the EJCDC website, www.ejcdc.org, and from the websites of EJCDC's sponsoring organizations.

If CSI MasterFormat™ is used for organizing the Project Manual, consult CSI MasterFormat™ for the appropriate document number (e.g., under 00 11 00, Advertisements and Invitations), and accordingly number the document and its pages.

4.0 EDITING THIS DOCUMENT

Remove these Guidelines for Use. Some users may also prefer to remove the two cover pages.

Although it is permissible to revise the Standard EJCDC Text of C-700 (the content beginning at page 1 and continuing to the end), it is common practice to leave the Standard EJCDC Text of C-700 intact and unaltered, with modifications and supplementation of C-700's provisions set forth in EJCDC® C-800, Supplementary Conditions of the Construction Contract (2018). If the Standard Text itself is revised, the

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user must comply with the terms of the License Agreement, Paragraph 4.0, Document-Specific Provisions, concerning the tracking or highlighting of revisions. The following is a summary of the relevant License Agreement provisions:

1. The term "Standard EJCDC Text" for C-700 refers to all text prepared by EJCDC in the main body of the document. Document covers, logos, footers, instructions, or copyright notices are not Standard EJCDC Text for this purpose.
2. During the drafting or negotiating process for C-700, it is important that the two contracting parties are both aware of any changes that have been made to the Standard EJCDC Text. Thus, if a draft or version of C-700 purports to be or appears to be an EJCDC document, the user must plainly show all changes to the Standard EJCDC Text, using "Track Changes" (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions.
3. If C-700 has been revised or altered and is subsequently presented to third parties (such as potential bidders, grant agencies, lenders, or sureties) as an EJCDC document, then the changes to the Standard EJCDC Text must be shown, or the third parties must receive access to a version that shows the changes.
4. Once the document is ready to be finalized (and if applicable executed by the contracting parties), it is no longer necessary to continue to show changes to the Standard EJCDC Text. The user may produce a final version of the document in a format in which all changes are accepted, and the document at that point does not need to include any "Track Changes," redline/strikeout, highlighting, or other indication of additions and deletions to the Standard EJCDC Text.

5.0 LICENSE AGREEMENT

This document is subject to the terms and conditions of the **License Agreement, 2018 EJCDC® Construction Series Documents**. A copy of the License Agreement was furnished at the time of purchase of this document, and is available for review at www.ejcdc.org and the websites of EJCDC's sponsoring organizations.

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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

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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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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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.

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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.

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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.

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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

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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.

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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

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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.

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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

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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.

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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.

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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

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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.

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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

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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;

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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

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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

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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

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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

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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

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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.

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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);

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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

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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.

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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.

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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;

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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

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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.

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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

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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:

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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.

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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

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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

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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

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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

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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.

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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, expediters, 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

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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

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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.

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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,

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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,

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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

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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.

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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;

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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

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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

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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.

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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,

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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.

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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,

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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

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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.

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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.

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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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

SECTION 00800
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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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 Contact 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:

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

(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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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:

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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

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(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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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

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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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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

Items marked "X" must be provided

X	**General Liability**	**Minimum Limits Required**	
X	**Commercial General Liability**	$ 2,000,000	**General Aggregate**
X	**Occurrence Form**	$ 1,000,000	**Product/Completed Operations Agg.**
___	_____	$ 1,000,000	**Personal & Advertising Injury**
___	_____	$ 1,000,000	**Each Occurrence**
___	_____	$ 100,000	**Fire Damage Pump Stations**
X	**Automobile Liability**		
	Owned, Hired & Non-Owned	$ 1,000,000	**Combined Single Limit per Occurrence**
X	**Worker's Compensation and**	**Statutory**	
	Employer's Liability	$ 100,000	**Each Accident**
		$ 500,000	**Disease - Policy Limit**
		$ 100,000	**Disease - Each Employee**
___	**Professional Liability - Errors & Omissions (*To be completed by Bidder)**		
	* Deductible: $_____	$_____	**Aggregate**
	* Claims Made (Y/N):_____	$_____	**Each Claim**
	*Occurrence (Y/N):		
	*Defense included in Limits (Y/N):		
X	**Builder's Risk/Installation Floater (*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.		
___	**Other**		
	_____	$	
	_____	$	

X **The Certificate of Insurance must show "The City of HOLLY HILL, elected officials and employees" and the adjacent property owners as an additional insured.**

X **Certificates must give to the City of HOLLY HILL 30 days' prior written notice of cancellation, non-renewal, or adverse change.**

X **Certificates must identify bid number and bid title.**

X **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.

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SECTION 00 84 00
CONTRACTOR REQUEST FOR INFORMATION (RFI)

PROJECT NAME:

LIFT STATION #4 REPLACEMENT

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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

SECTION 00 84 10
NOTICE OF AWARD FORM

Date:_____

Contractor:_____

Project:

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___.

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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:

_____

_____ Date: _____

(Authorized Signature)

_____

(Title)

END OF SECTION

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

SECTION 00 84 30

CHANGE ORDER FORM

PROJECT: Lift Station #4 Replacement

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:

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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:

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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:

_____
(Engineer)

By:_____
Name Typed (Date)

_____
(Authorized Signature)

ACCEPTED BY:

_____
(Contractor)

_____
Name Typed (Date)

_____
(Authorized Signature)

APPROVED BY:

_____
Owner

By:_____
Name Typed (Date)

_____
(Authorized Signature)

END OF SECTION

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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	$ 0.00
	(Line 3 less Line 6)	

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

Parker Mynchenberg & Associates, Inc.

By: _____
(Authorized Signature)

Date: _____

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

Owner's Approval

By: _____

_____
(Title)

Acct No. _____ Date: _____

END OF SECTION

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

SECTION 00844
BID ITEM PAY REQUEST FORM

Application No.
Project:

Application Date:
Period Ending:
Contractor:

Owner:

CONTRACT						Previous Payment		Work this Period		Total to Date		
Item #	Item Description	Qty.	Unit	Unit Price	Total Price	Qty	Amount	Qty	Amount	Qty	Amount	% Complete

Section 00 84 60
Stored Materials Summary

Owner:
Project:
Bid No.:
Contractor:

Date:

Received thru:
Installed thru:

Vendor	Description	Previous Stored Qty.	Previous Stored Amount	Received this Period (+) Qty.	Received this Period (+) Amount	Installed this Period (-) Qty.	Installed this Period (-) Amount	Total Stored this Period

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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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:

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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_____

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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 #4 REPLACEMENT** 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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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 of 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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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,

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

SECTION 01-05-00

OWNER DIRECT PURCHASE OF MATERIAL AND EQUIPMENT

PART 1 - GENERAL

1.01 GENERAL

A. The Owner has purchased the major equipment included in the list below. The Contractor will be responsible for picking up the equipment at the City's Public Works facility located at 453 LPGA Blvd, installation of the equipment, coordination of startup services, and warranty documentation.
B. The base bid price shall include all labor, equipment, and materials required to provide a complete and operable system utilizing the City's supplied equipment.
C. The submittal packages for the equipment are included in this section for reference.
D. Owner supplied equipment:
    a. Submersible pumps, mixer, control panel, and accessories
    b. Permanent bypass pump

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

THOMPSON PUMP
EXPERIENCE INNOVATION

Model: 10” Compressor-Assisted Solids Handling Pump

Name: 10JSCG

With its heavy-duty construction and fast priming capabilities, the Thompson 10JSCG solids handling end suction centrifugal pump leads the industry in construction, industrial and municipal applications. The Thompson 10JSCG is designed for moderate flows up to 4,140 gpm and heads up to 218 feet making it perfect for sewage bypass pumping or general construction dewatering.

Photo shown may not be exact model.

Consult factory for other options including but not limited to trailers and stainless steel impellers.

Pump End Materials	
Pump Casing	Heavy-duty 65-45-12 ductile-iron.
Impeller	Dynamically balanced, non-clogging, enclosed, 65-45-12 ductile iron with rear-equalizing vanes to reduce axial loading and prolong seal and bearing life; diameter 14”.
Mechanical Seal	Dry-running, grease or oil lubricated with tungsten carbide rotating and silicon carbide stationary seal faces. Single inside mounted, non-pusher type wit self-adjusting elastomeric bellows. Other compo-nents are 304 stainless-steel and Viton.
Head	Rugged, back pull out design, heavy-duty class 30 cast-iron with tapered bore design.
Bearings	Heavy-duty grease lubricated to carry both axial ar radial loads.
Bearing Frame	Heavy-duty class 30 cast-iron.
Shaft	SAE1144 fitted with a 416 stainless-steel shaft sleeve.

Technical Specifications			
Suction Size	10 in (25.4 cm)	Approximate Dry Weight	8,000 lbs (3,628 kg)
Discharge Size	10 in (25.4 cm)	Best Efficiency	78%
Maximum Solids Handling	3 in (7.62 cm)	Maximum Operating Speed	1,800 rpm
Maximum Operating Temperature	200° F (93.33° C)	Maximum Operating Pressure	94.37 psi (650.66 kPa)

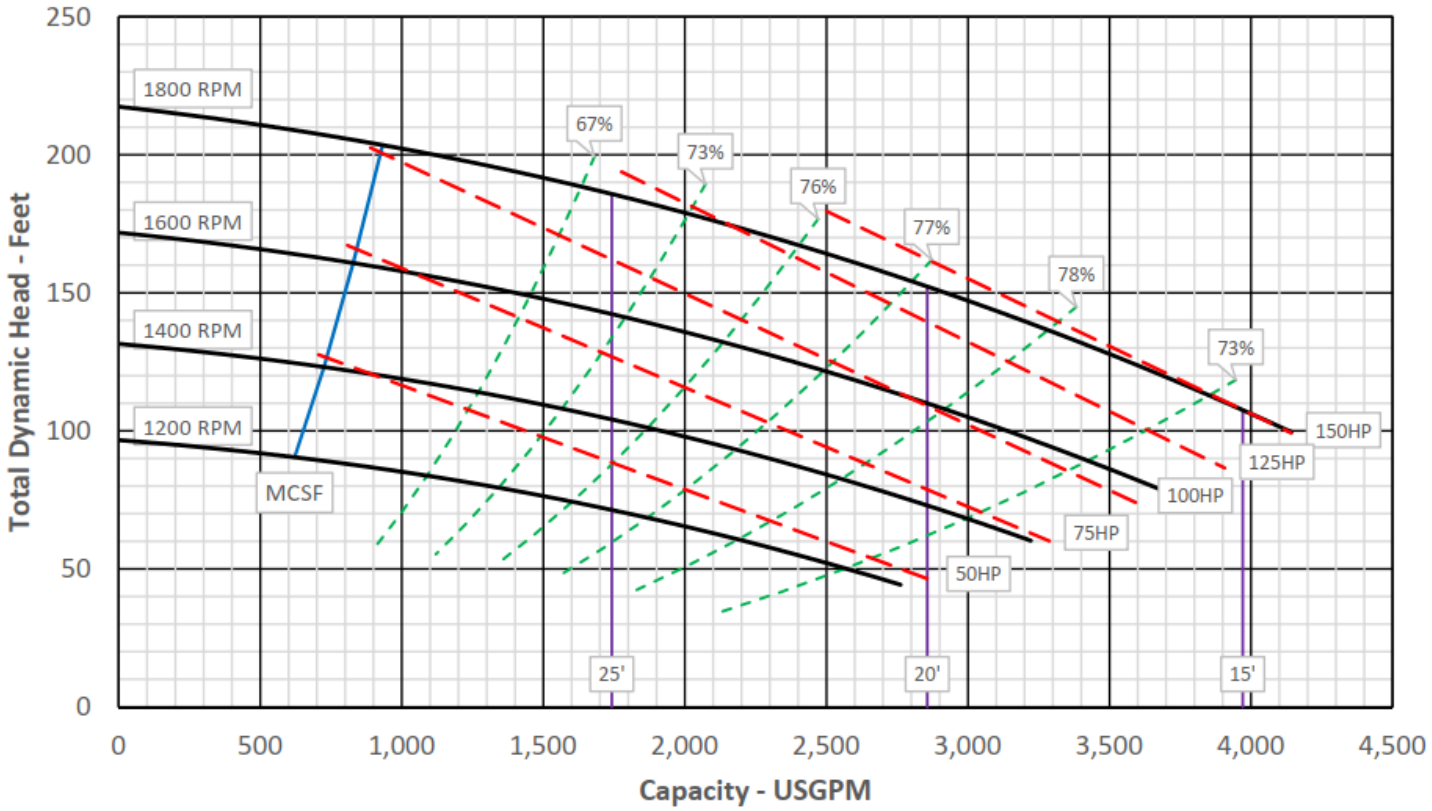
Fuel Tank Options*		John Deere
Modular (M)	127 Gal	32 Hours
Double-Wall (D)	94 Gal	24 Hours
Modular Large Capacity (X)	200 Gal	51 Hours
UL-142	150 Gal	38 Hours

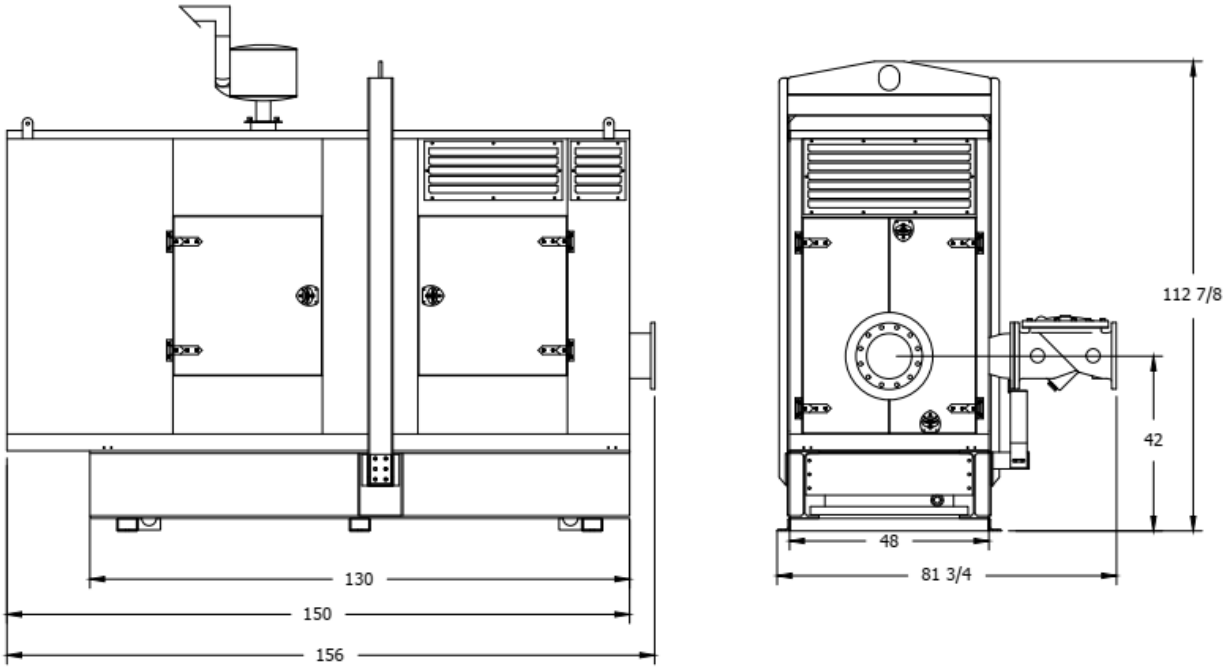
*Contact factory for fuel tank sizes not listed above.

Thompson Pump and Manufacturing Co., Inc.
4620 City Center Drive, Port Orange, FL 32129 USA
www.thompsonpump.com

Nationwide 800-767-7310 • International +1-386-767-7310
sales@thompsonpump.com

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))





John Deere 6068HF285 — 156 hp @ 2,400 rpm				
Typical Operating Speed	1,800 rpm	**Engine Speed**	**Fuel Economy**	**Run Time***
Maximum Head	218 ft (66.45 m)	1,800 rpm	0.375 lb/hp-hr	19 hrs
Maximum Flow Capacity	4,140 gpm (939.8 m^3/hr)	1,600 rpm	0.375 lb/hp-hr	23 hrs
Maximum Fuel Consumption	7.71 gph (29.19 L/hr)	1,400 rpm	0.362 lb-hp-hr	40 hrs

*Engine run times calculated based on a 150 gallon fuel tank.

Specifications and illustrations are subject to revision without notice and without incurring any obligation for previous or subsequent equipment sold. Thompson Pump (ISO 9001:2015) makes no representation regarding the completeness or accuracy of this information and is not liable for any direc
arising from or relating to this information or its use. Capacity & Head are shown for comparative purposes. Consult Thompson factory for

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

Hydra Service, Inc.
SPECIALIST IN FLUID MOVEMENT

250 Springview Commerce Dr.
DeBary, Florida 32713
Phone: (800) 323-1731
Phone: (407) 330-3456
Fax: (407) 330-3404
www.hydraservice.net

SULZER

LETTER OF TRANSMITTAL

November 8, 2023

CITY OF HOLLY HILL
Attn: Jeff Barnes

Email: abarnes@hollyhillfl.org

PROJECT: *HOLLY HILL LS 4 REPLACEMENT*

In response to your request, enclosed is the following data for files and distribution:

ITEM	COPIES	Quote	DESCRIPTION
1	1	230503-3DJ	**PDF SUBMITTALS Emailed to customer**
2	1		VOLTAGE AND CABLE VERIFICATION
3	1		REQUEST FOR OWNER VERIFICATION

Please Return:

1. **One** SUBMITTAL set marked approved or noted with corrections so we may release to production; scan and email to: **tom@hydraservice.net**
2. Completed form requesting cable/voltage verification.
3. Completed owner request information.

PLEASE NOTE:
SUBMITTALS FOR PRODUCT REVIEW. ENGINEER AND/OR CONTRACTOR MUST RETURN ONE SIGNED/STAMPED SUBMITTAL TO HYDRA SERVICE IN THE ORIGINAL BINDER.

Thank you,

Thomas Webb
Engineering Manager

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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SULZER

PROJECT*: *HOLLY HILL LS 4 REPLACEMENT

November 8, 2023

JOB SITE VOLTAGE AND CABLE LENGTH VERIFICATION

TO RELEASE THE EQUIPMENT DETAILED IN THIS SUBMITTAL TO PRODUCTION, THIS VERIFICATION SHEET MUST ACCOMPANY OUR RETURNED SUBMITTAL COPY WITH THE ENGINEER'S AND CONTRACTOR'S SIGNATURES AS INDICATED VERIFYING THE FIELD/SITE VOLTAGE AVAILABLE AND PUMP POWER CABLE LENGTHS REQUIRED. THIS WILL INSURE THAT THE EQUIPMENT WILL BE MANUFACTURED TO THE FIELD REQUIREMENTS. IF THE VALUES LISTED BELOW ARE INCORRECT, PLEASE MARK CORRECTIONS AS NECESSARY AND SIGN WHERE INDICATED.

THE ***VOLTAGE*** THAT THE PUMPS AND CONTROLS WILL BE MANUFACTURED TO FOLLOWING RELEASE OF THIS PROJECT, AS INDICATED ON THE ORIGINAL BID DOCUMENTS AND/OR AS ADVISED BY THE CONTRACTOR AT BID TIME AND ACCORDINGLY SHOWN IN THIS SUBMITTAL IS:
460 Volt, 3 Phase, 60 Hertz

ENGINEER CONFIRMED: Mike Patterson

(PLEASE PRINT NAME) _____

DATE 11/17/23

CONTRACTOR CONFIRMED: _____

(PLEASE PRINT NAME) _____

DATE _____

THE ***PUMP POWER CABLE LENGTH*** TO BE FURNISHED WILL BE **49 FT** IN LENGTH.

PLEASE CONFIRM THIS LENGTH WILL BE SUFFICIENT TO REACH FROM THE FINAL PUMP SEATING POSITION TO THE CONTROL PANEL FINAL FIELD LOCATION.

ENGINEER CONFIRMED: Mike Patterson

(PLEASE PRINT NAME) _____

DATE 11/17/23

CONTRACTOR CONFIRMED: _____

(PLEASE PRINT NAME) _____

DATE _____

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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Phone: (407) 330-3456
Fax: (407) 330-3404
www.hydraservice.net

SULZER

REQUEST FOR OWNER/LEGAL INFORMATION

TO: CITY OF HOLLY HILL **DATE:** November 8, 2023

JOB: *HOLLY HILL LS 4 REPLACEMENT*

Quote #: 230503-3DJ

PLEASE ADVISE OWNER NAME:_____

ADDRESS:_____

CITY:_____

LEGAL DESCRIPTION: _____

OR COMPLETE _____

ADDRESS OF _____

PROPERTY _____

_____ _____ _____
CITY **COUNTY** **STATE**

ARE YOU THE GENERAL CONTRACTOR? YES: _____ **NO:**_____

IF NOT, GIVE GENERAL CONTRACTORS NAME: _____

ADDRESS: _____

WE NEED THIS REQUEST FORM COMPLETED AND RETURNED IN ORDER TO RELEASE TO PRODUCTION.

PLEASE EMAIL TO: ***Customer Service*** **AT YOUR EARLIEST CONVENIENCE.**

EMAIL: RYNE@HYDRASERVICE.NET

THANK YOU.

Hydra Service, Inc.
SPECIALIST IN FLUID MOVEMENT

SULZER

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

250 Springview Commerce Dr.
DeBary, Florida 32713
Phone: (800) 323-1731
Phone: (407) 330-3456
Fax: (407) 330-3404
www.hydraservice.net

SUBMITTAL

Project: *HOLLY HILL LS 4 REPLACEMENT*
Contractor: *CITY OF HOLLY HILL*
Quote Number: 230503-3DJ

Submittal Engineer: *Thomas Webb*
Wednesday, November 08, 2023

Place Approval Stamps Here

SHOP DRAWING / SUBMITTAL REVIEW

Submittal review is for general conformance with the plans and specifications. Any notes provided are subject to the requirements of the plans and specifications. Contractor is responsible for dimensions which shall be confirmed or correlated in the field, quantities, fabrication techniques and coordinating work with other trades.

☐ Approved – No Exceptions Taken ☐ Revise and Resubmit

☒ Approved as Noted

By: Kori Lee Date: 11/19/23

Parker Mynchenberg & Associates, Inc.
1729 Ridgewood Ave., Holly Hill, FL 32117

Review Notes:

1. Electrical confirmed by Mike Paterson, P.E. via email 11/17/23

Regional Office:

Hydra Service (S), Inc.
250 Springview Commerce Dr
Debary, FL 32713
Telephone(407) 330-3456
Fax(407) 330-3404

-90 : Lift Station #4 Construction (10Th & RXR))

Attachment: E

***Please direct all inquiries regarding SUBMITTAL to

DeBary, Florida 32713
Phone: (800) 323-1731
Phone: (407) 330-3456
Fax: (407) 330-3404
www.hydraservice.net

Submittal Data Sheet

Quote Number: 230503-3DJ

November 8, 2023

Project: HOLLY HILL LS 4 REPLACEMENT

Contractor: *CITY OF HOLLY HILL*

Submersible Pumps:

Item	Part Number	Description	QTY
1		SULZER XFP150G-CB1.1-PE130/6, 17hp, 3/460v, w/ 49' of Motor Cable. Includes closed-loop cooling, Hardened hydraulics. Specified High Head Condition: 950 GPM at 41' TDH. PE3A/825#	3
2		SULZER 5 YEAR NON-PRORATED WARRANTY	3
3	85016013	Motor Electrical Integrity Test /Works Test Certificate	3

Accessories:

Item	Part Number	Description	QTY
4	62325027	GUIDE RAIL ASSY w/ INTEGRAL ELBOW, 6" DISCHARGE, & DUAL 2" RAIL	3
5	62615055	HARDWARE KIT 316SS (PUMP TO SLIDE BRACKET)	3
6	43070364	PROFILE GASKET 6"	3
7	82047716	BASEPLATE FOR 62325027 (6" DISCHARGE), 22"X16"X0.5" THICK, 316SS W/STUDS	3
8	82047069	ANCHOR BOLT, 3/4-10 X 11 ALL THRD STUD, 316 STAINLESS / HODELL PN: SA6S0751100CP	12
9	82047072	ANCHOR BOLT ADHESIVE, ET22 SIDE BY SIDE 22 OZ ADHESIVE CARTRIDGE / HODELL PN: ET22	3
10	82047071	ANCHOR BOLT WASHER 3/4 FLAT WASHER, 316 STAINLESS / HODELL PN: SF6W075OP	24
11	82047070	ANCHOR BOLT NUT 3/4-10 FIN HEX NUT, 316 STAINLESS UNC HODELL PN: SF6N075CP	24
12	82036154	DUAL UPPER GUIDE RAIL BRACKET, 2" RAIL, 4" C-C 316SS	3
13	82047007	GUIDE RAIL, 2" DIAMETER, SCH40, 316SS MATERIALS NOTE: 6 STICKS OF 25FT EACH	150
14	82047014	SHACKLE 1/4" 316SS	3
15	82047057	LIFT CHAIN 1/4" 316SS (3 EA. 25' LENGTHS)	75
16	82036159	FLOAT CABLE HOLDER, 316SS	1
17	82046154	PUMP CABLE HOOK J-HOOK (SINGLE), 316SS	4
18	82047707	SINGLE HOOK CABLE HOLDER-TRANSDUCER HOOK	1
19	M2541112111	RW2821-S28/4 MIXER 3.8HP 460V 11" PROP DUAL BLADE 70# 65' POWER CABLE	1
20		Motor Electrical Integrity Test /Works Test Certificate	1
21		Bracket, Pump Mount, 6" XFP ≥PE3, 316SS	1

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

22		H1R ACCESS F&C 030042CBBP----- 30"x41" CLEAR OPENING W/ BUILT IN GRATING The above aluminum access cover(s) to have angle frame, T316 s.stl. hardware, hold open arm, recessed lift handle, slam lock, bit coat, lockable-hinged grating panel w/ spring assist & H20 load rating. The grating panel is powder coated the color "safety orange". Notes: The H20 rated covers are suitable for offstreet locations where not subject to traffic. NOTE: CANNOT GET 30X42 CLEAR WITH BUILT IN GRATING	3
23		H2R ACCESS F&C 080078CBB------ 96.25"x84.25" FRAME OD The above aluminum access cover(s) to have angle frame, T316 s.stl. hardware, hold open arm, recessed lift handle, spring assist, slam lock, bit coat & H20 load rating. Note: The above H20 rated covers are suitable for offstreet locations where not subject to traffic.	1
24		TRIPLEX CONTROL PANEL: PRICED ACCORDING TO SUPPLIED SPEC. INCLUDES J-BOX, PANEL "P", & FUSED DISC.	1
25		DFS SCOPE OF SUPPLY TO INCLUDE: TAC PACK TCU PACKAGE W/O TCU&RADIO (CURRENT UNIT TO BE RE-USED)/ANTENNA TO BE REUSED. ASSOC. EQUIPMENT RE-PLACED & START-UP	1
26		Contegra SLX 130-M-10-50R-B transducer w/ CH-SLX1 hanger	1
27	16907006	CA462 SEAL FAIL RELAY, 120V (ship to Stacon)	4
28	82046995	50FT FLOAT SWITCH, N.O., MERCURY	5
29	35075215	Propeller RW2821 (SPARE)	1
30	61705048	Repair kit, S28/4 (SPARE)	1
31	43025381	Power Cable: Extra Length CABLE 14/7 20M (SPARE)	1
32	310195010219	Hydraulic Kit XFP 150G CB1.1 - HARDENED HYDRAULICS, IMPELLER & WEAR PLATE (SPARE)	1

Limited Product Warran

Optional | 5 Y

XFP, ~~AFP, AFL(X), VUP(X)*~~

Manufacturer warrants the above referenced ABS brand equipment ("Products") to be free from defects in workmanship and materials as follows:

The warranty period shall expire on the earliest of the below dates:

i) five (5) years from the date of shipment of the Products to original end-purchaser; or
ii) sixty (60) months from date of shipment of the Products from Manufacturer.

Any Products used in a portable application will be subject to the Portable Dewatering Warranty.

Products or parts thereof that are replaced or repaired under warranty during the original warranty period, shall be covered under this warranty until the expiration of the original warranty period or ninety (90) days from the date of such replacement or repair, whichever is later. In any event, such extended warranty period shall not exceed ninety (90) days after the expiration of the original warranty period.

The warranties stated above are contingent upon start-up of the equipment on site by an authorized Manufacturer's representative, as verified by receipt of start-up reports completed and signed by an authorized Manufacturer's representative. Robusta Series pumps and Piranha 09 Series pumps are exempt from this requirement, though any supporting documentation is requested for all warranty claims.

If during the warranty period, any Products fail to meet the requirements set out in this warranty, the purchaser or end user shall give written notification to Manufacturer stating the reasons therefor. Upon receipt of prior written authorization from Manufacturer, Products shall be transported to Manufacturer's authorized service center, prepaid, at purchaser or end-user's cost. Manufacturer's sole obligation shall be to repair, modify or replace Products or parts thereof, at Manufacturer's sole option. Products repaired under this warranty will be returned with freight prepaid. Products must be repaired by an authorized Manufacturer repair center for warranty coverage to be considered. Explosion Proof or other Agency Approved pumps must be repaired at a Manufacturer's authorized service center in order to retain the agency's approval rating.

All protection features (such as moisture sensors, bearing monitors, and thermal overloads) incorporated in the Products must be connected and operable for warranty coverage. This warranty is valid only if Manufacturer supplied or authorized alarm monitoring components, cables and control components/panels are used.

This warranty shall not apply to any Products or parts thereof which have been (i) subjected to misuse, misapplication, accident, alteration, neglect, failure to act in a timely manner to address alarms/warnings, or physical damage; (ii) installed, operated, and/or maintained in a manner which is contrary to Manufacturer's written instructions as it pertains to installation, operation and maintenance of the Products, including but without limitation to being operated without being connected to monitoring devices supplied with specific products for protection; (iii) used in an application or for pumping liquids other than the use for which it is intended as specified in Manufacturer's product literature; (iv) damaged due to a defective power supply, improper electrical protection, faulty repair, ordinary wear and tear, corrosion, erosion or chemical attack, an act of God, an act of war or by an act of terrorism; (v) damaged resulting from the use of accessory equipment not sold by Manufacturer or not approved by Manufacturer for use in connection with Manufacturer's products; or (vi) repaired or altered without Manufacturer's written consent.

This warranty does not cover costs for standard and/or scheduled maintenance that is performed, nor does it cover Manufacturer's parts that, by virtue of their operation, require replacement through normal wear (aka: Wear Parts), unless a defect in material or workmanship is determined by Manufacturer. Wear Parts are defined as cutters, cutting plates, seals, bearings, impellers/propellers, diffusers, wear rings (stationary or rotating), volutes (when used in an abrasive environment), oil, grease, cooling fluids and/or any items deemed necessary to perform and meet the requirements of normal maintenance on all Manufacturer's equipment.

Manufacturer shall not be liable for any special, indirect, consequential, or punitive damages, or profit loss of any kind. Major components not manufactured by the Manufacturer are covered by the original manufacturer's warranty in lieu of this warranty. In addition to any other special, indirect or consequential damages referenced above, Manufacturer shall not be responsible for travel expenses, rented (replacement) equipment, pump removal fees, installation fees, outside contractors fees, or unauthorized repair shop expenses.

This warranty shall extend only to the initial end user.

All other warranties, conditions and representation, expressed or implied by statue, common law or otherwise, in relation to the supply of the products including but not limited to the implied warranties or merchantability and fitness for a particular purpose are excluded to the extent permitted by law.

*This warranty is applicable to Products supplied by Sulzer Pumps Solutions Inc. or Sulzer Pumps (Canada) Inc. for installation in the U.S.A. or Canada, unless specifically indicated otherwise in writing by Manufacturer.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

TEST PROCEDURE FOR MOTOR INTEGRITY

1. Nameplate Check: Visual inspection of the nameplate to assure compliance to specific impeller, motor rating and electrical rating.

2. Motor and Cable Insulating Test: Megger each lead to ground and record readings.

3. Dry Running: Run the pump dry to establish correct rotation and mechanical integrity. Record voltage and amperage.

4. Wet Running: Submerge pump into the wet pit. Run for 30 minutes continuously. Record amperage and voltage at shut-off and run-out.

5. Recheck Motor and Cable Insulation: Same as Step 2.

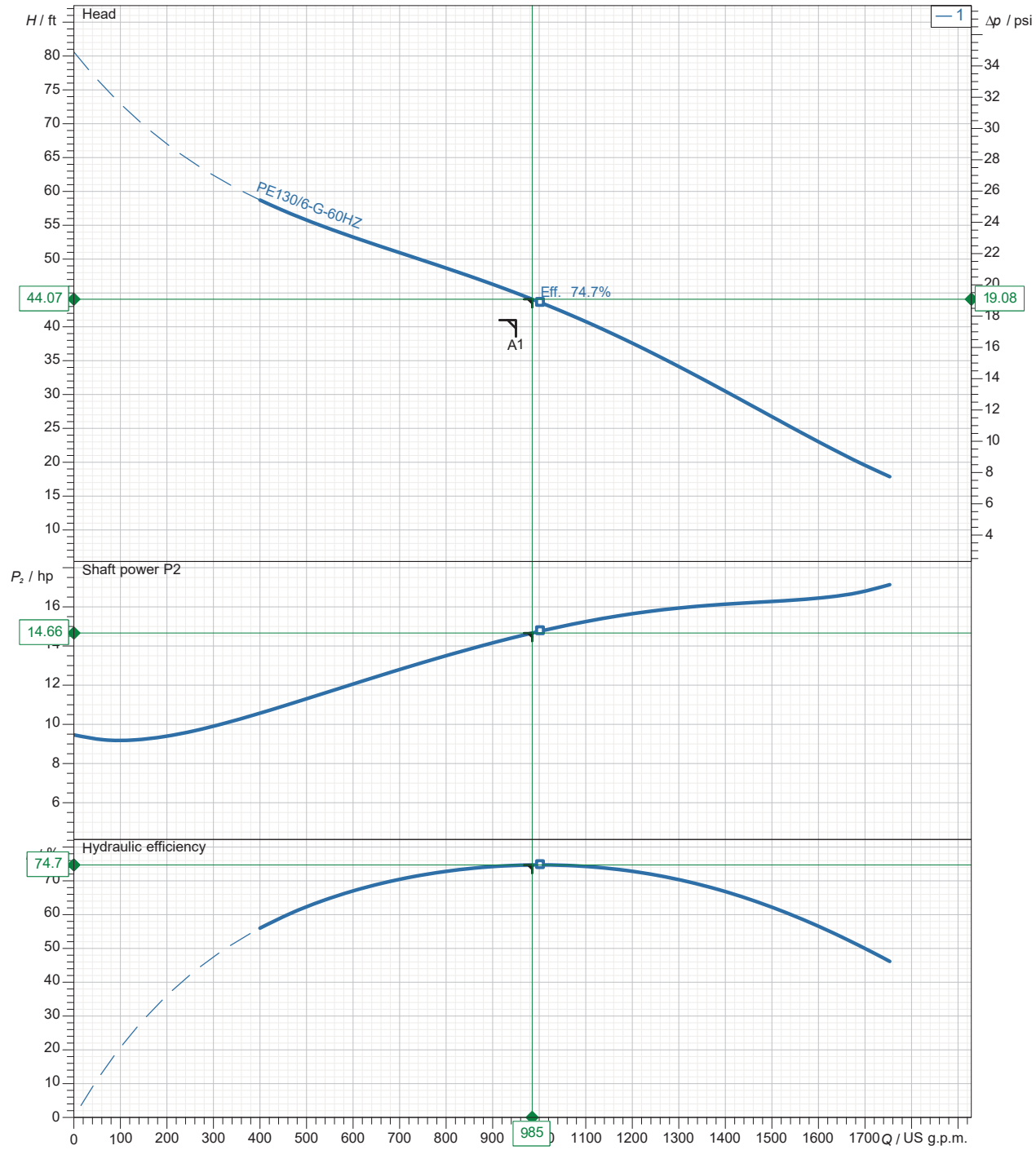
6. A Written Report: Certifying the foregoing steps have been completed for each pump.

ABS reserves the right to change ant data and dimensions without prior notice and can not be held responsible for the use of this information.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

Curve number	Pump performance curves	SULZER
Reference curve XFP150G CB1 60HZ	XFP150G CB1 60HZ (wet pit/dry pit)	

					Discharge	Frequency
					DN150	60 Hz
Density	Viscosity	Test Standard			Rated speed	Date
998.3 kg/m³	1.005 mm²/s	ISO 9906, HI 11.6/14.6 Gr 2B			1182 1/min	2023-10-12
Flow	Head	Shaft power	Power input	Rated power P2	Hyd. efficiency	NPSH
985 US g.p.m.	44.1 ft	14.7 hp	16 hp	17.4 hp	74.7 %	4.38 ft



Wet well installation with pedestal (without cooling jacket)

Impeller size	N° of vanes	Impeller	Solid size	Revision
300 mm	1	Contrablock Plus impeller, 1 vane	100 mm	

Sulzer reserves the right to change any data and dimensions without prior notice and can not be held responsible for the use of information contained in this software.

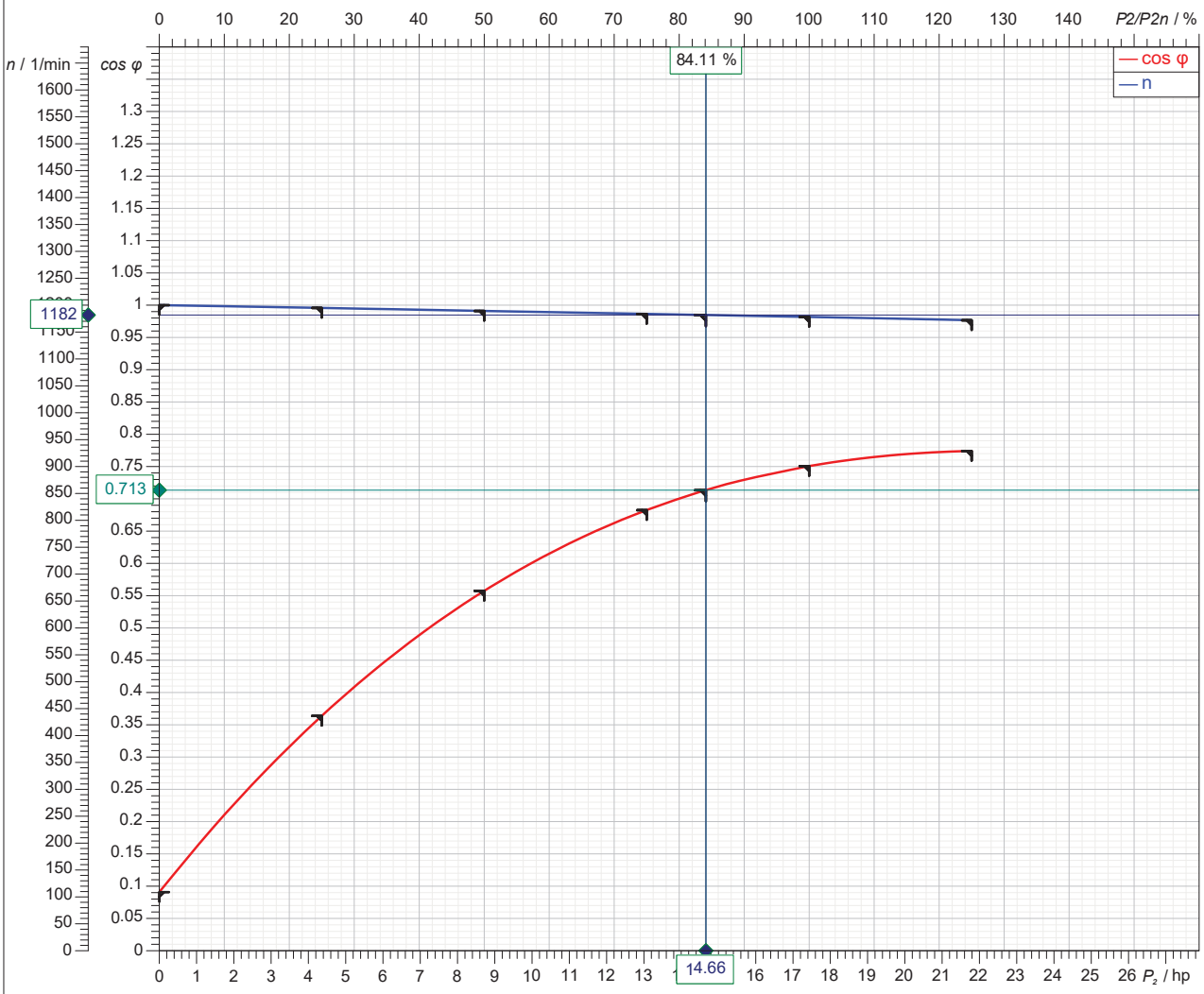
Frequency	PE3A
60 Hz	

Motor performance curve

PE130/6-G-60HZ

SULZER

Rated power	Service factor	Nominal Speed	Number of poles	Rated voltage	Date
17.4 hp	1.3	1180 1/min	6	460 V	2023-10-12



Symbol	No load	25 %	50 %	75 %	100 %	125 %
P_2 / hp	0	4.358	8.717	13.07	17.43	21.79
P_1 / hp	1.211	5.449	9.769	14.31	19.01	23.67
I / A	12.48	14.02	16.4	19.63	23.7	28.62
cos φ	0.09084	0.3638	0.5574	0.6826	0.7507	0.7742
n / 1/min	1200	1195	1189	1184	1178	1172
s / %	0	0.4281	0.8936	1.356	1.822	2.336
M / Nm	0	25.97	52.19	78.65	105.4	132.4
η / %	0	79.98	89.23	91.34	91.7	92.05

Tolerance according to VDE 0530 T1 12.84 for rated power

Starting current	Starting torque	Moment of inertia	No. starts per hour
166 A	307 Nm	0.0228 kg m²	15

Sulzer reserves the right to change any data and dimensions without prior notice and can not be held responsible for the use of information contained in this software.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

Scope

Furnish **two** Premium Efficiency non-clog, Submersible Sewage Pump(s) Type ABS **XFP 150G-CB1 PE130/6**. The pump(s) shall be supplied with a mating **6** inch discharge connection and be capable of delivering **950** U.S. GPM at a total dynamic head of **41** feet. An additional point on the same curve shall be U.S. GPM at a total dynamic head of feet. Shut off head shall be a minimum of **85** feet. The motor shall be an integral part of the pump unit. The motor shall be **17.4** HP, **6** pole, connected for operation on a **460** volt, **3** phase, 60 hertz electrical supply service. Each pump motor shall be equipped with **49** feet of power and control cable sized in accordance with NEC and CSA standards. Pumps intended for wet-pit installation shall be supplied with a **standard, dual rail**, **cast iron** guide rail system with **an integral 6** inch discharge elbow. Each pump unit shall be fitted with a **stainless steel chain** assembly, **25** feet long for lifting the pump. The working load rating of the lifting system shall be a minimum of 50% greater than the pump weight. Pumps intended for dry-pit installation shall be supplied with a steel mounting frame.

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(s) shall be driven by a Premium Efficiency motor, providing the highest levels of operational reliability and energy efficiency.

Submersible Pump Construction

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 of stainless steel, 1.4401 (AISI 316). 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-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. The hoop shall be of stainless steel, 1.4401 (AISI 316), and shall be rated to lift a minimum of four times the pump weight.

Sealing design for the pump/motor assembly shall incorporate machined surfaces fitted with Nitrile (Buna-N) rubber O-rings, ~~with the option of upgrading to Viton®~~. Sealing will be the result of controlled compression of rubber O-rings in two 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.

Wet End

Impeller: The Sulzer Contrablock Plus impeller shall be of gray cast iron, EN-GJL-250 (ASTM A-48, Class 35B), ~~with the option of upgrading to duplex stainless steel, 1.4470 (ASTM A890, CD3MN Grade 4A).~~ The impeller shall be of the semi-open, non-clogging, one-vane design, meeting the Ten State Standards requirement for minimum solids passage size of 3 inches. The impeller shall be capable of passing a minimum of 3.9 inch spherical solids that are commonly found in wastewater. The impeller shall have a slip fit connection onto the motor shaft, driven by a shaft key, and shall be securely fastened to the shaft by a stainless steel screw. A positively engaged, ratcheting washer assembly shall prevent the screw from loosening. The head of the impeller screw 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 3 inch solids passage size, those that rely on retractable impeller designs to pass 3 inch 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.

Self-Cleaning Wear Plate: The Sulzer Contrablock Plus wear plate shall be of gray cast iron, EN-GJL-250 (ASTM A-48, Class 35B), ~~with the option of upgrading to duplex stainless steel, 1.4470 (ASTM A890, CD3MN Grade 4A)~~. The wear plate shall be designed with an inlet incorporating strategically placed cutting grooves as well as an outward

spiral V-shaped groove on the side facing the impeller. The dual groove system shall be used 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 four stainless steel securing screws and four stainless steel adjusting screws to permit close tolerance adjustment between the wear plate and impeller for maximum pump efficiency. 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, 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 tapped to accept standard 6 inch ANSI class 125/150 flanged fittings.

Pump Volute: The pump volute shall be a 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 through the impeller. The discharge size shall be 6 inches. The discharge flange design shall permit attachment to standard ANSI and DIN flanges/appurtenances. The discharge flange shall be radially slotted to accept both 6 inch ANSI class 125/150 and metric DN150 flanged fittings. Proprietary or nonstandard flange dimensions shall not be considered acceptable. The minimum working pressure of the volute and pump assembly shall be 16 bar (232 psi).

Premium Efficiency Motor

The Premium Efficiency motor shall meet efficiency standards in accordance with IEC 60034-30:2008, 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 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) and shall have an IP68 protection rating. The motor shall be of the squirrel-cage induction design, NEMA type B. The copper stator windings shall be insulated with moisture resistant, Class H insulation material, rated for 180°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 15 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 +/- 10% from nominal, and a phase-to-phase voltage imbalance tolerance of 1%. The motor shall have a NEMA Class A temperature rise, providing cool operation under all operating conditions. The motor shall be FM approved for use in NEC Class I, Division I, Groups C & D hazardous locations. The surface temperature rating shall be T3C. The motor shall meet the requirements of NEMA MG1 Part 30 and 31 for operation on PWM type Variable Frequency Drives.

~~**Optional**~~ **Cooling System:** The factory installed closed-loop cooling system shall be of gray cast iron, EN-GJL-250 (ASTM A-48, Class 35B), adequately designed to allow the motor to run continuously under full load while in an unsubmerged (dry-pit) or minimally submerged condition without the need for de-rating or reduced duty cycle. A cooling jacket shall surround the stator housing, and an environmentally safe nontoxic propylene glycol solution shall be circulated through the jacket by an axial flow circulating impeller attached to the main motor shaft. The coolant shall be pumped through an integrated heat exchanger in the base of the motor whenever the motor is running, allowing excess heat to be transferred to the process liquid. Cooling systems that circulate the pumped medium through the cooling jacket, or those that use a toxic cooling liquid shall not be acceptable. The use of external heat exchangers, fans, or the supply of supplemental cooling liquid shall not be required.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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 +/- 5°C (284°F). They shall be connected to the control panel to provide a high stator temperature shutdown signal, and are used in conjunction with external motor overload protection.

Mechanical Seals: Each pump shall be equipped with a tandem mechanical shaft seal system consisting of two 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 stationary industrial duty silicon-carbide seal ring and one 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 stationary industrial duty silicon-carbide seal ring, and one 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 nontoxic 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, or any system requiring a pressure differential to seat the seal and ensure sealing.

Mechanical Seal Protection System: The primary mechanical seal shall be protected from interference by particles in the wastewater, 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 to 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.

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 above the mechanical seals for detecting the presence of water contamination within the chamber. The sensing chamber shall be air-filled, and shall have a drain / inspection plug with a positive anti-leak seal which is easily accessible from the outside of the pump. 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, 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 motor, 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 are not considered to be early warning systems, and shall not be considered equal.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

Shaft: The pump shaft and motor shaft shall be an integral, one 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 .05 mm (.002 inch) at the lower seal during normal pump operation. Each shaft shall be of stainless steel, 1.4021 (AISI 420), 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.

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 100,000 hours at flows ranging from ½ of BEP flow to 1½ 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.

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 of chlorinated polyethylene (CPE) and be oil, water, and UV resistant, capable of continuous submerged operation underwater to a depth of 65 feet.

Cable Entry/Junction Chamber: The cable entry design shall not require a specific torque to insure a watertight seal. The cable entry shall consist of cylindrical elastomer grommets, flanked by stainless steel washers. A cable cap incorporating a strain relief and bend radius limiter shall mount to the cable entry boss, compressing the grommet ID to the cable while the grommet OD seals against the bore of the cable entry. The junction chamber shall be isolated and sealed from the motor by means of sealing glands. Electrical connections between the power cables and motor leads shall be made via a compression or post type terminal board, allowing for easy disconnection and maintenance.

Accessories

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 one 2 inch guide pipe~~ (two 2 inch pipes ~~optional~~) 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 pump flanges, so that the pump mounting is nonproprietary, and any pump with a standard discharge flange can be mounted on the base assembly. Base or bracket assemblies with proprietary or nonstandard 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 considered 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~~.

Base Assembly (dry-pit installation): In a dry-pit installation, the pump shall be secured to a steel support stand of suitable strength to support the weight of the pump and resist any expected torsion, bending, or vibration forces. The pump shall be suitable for either vertical or horizontal dry-pit installation without requiring any internal modifications.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

Submersible Sewage Pump Type ABS XF

XFP 150G-CB1 | 6", 6 Pole, 3-Phase, 60 Hz, P

XFP CB1 PLUS

Submersible Motor Specifications

Motor Design		NEMA design B, squirrel cage induction
Motor Type		Fully enclosed Premium Efficiency submersible, IP68 protection rating
Motor Efficiency Standard and Rating		IEC 60034-30, IE3 rating
Motor Efficiency Test Protocol		IEC 60034-2-1
Insulation Material		Class H, 180ºC (356ºF), copper windings
Motor Filling Medium		Air
Temperature Rise		Class A
Maximum Fluid Temperature		40ºC (104ºF) continuous, 50ºC (122ºF) intermittent
Cooling System ~~OPT~~		Closed-loop, non-toxic glycol/water mixture (⅓ / ⅔)
Motor Protection	**Thermal**	Normally closed bimetallic switch in each phase, connected in series, 140ºC (284ºF) +/- 5ºC (41ºF) opening temperature
	Leakage	Moisture detection probe in seal sensing chamber (for use with appropriate relay)
Sensing Chamber Filling Medium		Non-toxic, white mineral oil
Bearing Type	**Upper**	Cylindrical roller, permanently lubricated
	Lower	Double row angular contact ball bearing, permanently lubricated
Motor Starter Types		Suitable for use with direct-on-line (DOL), electronic soft starters, and PWM type Variable Frequency Drives [1]
Maximum Starts per Hour		15, evenly spaced
Inverter Duty Rating		Motors meet NEMA MG1, part 31 requirements
Maximum Submergence		20 meters (65 feet)
Available Voltages		~~208, 230~~, 460, ~~600~~ (consult factory for other voltages)
Voltage Tolerance from Rated		+/-10%
Agency Approvals		Factory Mutual, CSA
Explosion Proof Rating		NEC 500 Class 1, Division 1, Group C & D, Class T3C max surface temp

[1] Output filters may be required on VFDs. See document **DS-E00-001** for details.

The picture above may differ from the actual product.
For illustrative purposes only.

Motor Ratings

Motor Model	Input Power (P1)	Rated Power Output (P2)	Nominal RPM	Rated Voltage	Full Load Amps	Locked Rotor Amps	NEMA Code Letter	NEMA Service Factor	Motor Efficiency at % Load			Power Factor at % Load		
									100	75	50	100	75	50
PE 110/6	12.0 kW	11 kW 15 HP	1181	208 230 460 600	46.6 42.2 21.1 16.2	367 332 166 127	K	1.3	91.7	90.6	87.5	.714	.634	.506
PE 130/6	14.2 kW	13 kW 17 HP	1178	~~208~~ ~~230~~ 460 ~~600~~	~~52.4~~ ~~47.4~~ 23.7 ~~16.2~~	~~367~~ ~~332~~ 166 ~~127~~	J	1.3	91.7	91.3	89.2	.751	.683	.557

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

Cable Data

	Motor	Motor Voltage [3]	Cable Qty	Cable Type [4]	Cable Nominal Outside Diameter +/- .5mm (.02”) Power	Ground
Power Cable	PE 110/6	208 volt	1	G-GC 6-3	26.7mm (1.05”)	Integrated w/ Power
		230 volt	1	SOOW 8/4+16/3	24.4mm (0.96”)	Integrated w/ Power
		460 volt	1	SOOW 8/4+16/3	24.4mm (0.96”)	Integrated w/ Power
		600 volt	1	SOOW 12/7	18.8mm (0.74”)	Integrated w/ Power
	PE 130/6	208 volt	1	G-GC 6-3	26.7mm (1.05”)	Integrated w/ Power
		230 volt	1	G-GC 6-3	26.7mm (1.05”)	Integrated w/ Power
		460 volt	1	SOOW 8/4+16/3	24.4mm (0.96”)	Integrated w/ Power
		600 volt	1	SOOW 12/7	26.7mm (0.82”)	Integrated w/ Power

	Motor Monitoring Type [5]	Cable Qty	Cable Type	Cable Nominal Outside Diameter +/- .5mm (.02”)
Control Cable	Std monitoring w/ SOOW Power Cable	N/A	Integrated w/ Power	Integrated w/ Power
	Std monitoring w/ G-GC Power Cable	1	SOOW 16/4	16.6mm (0.42”)
Cable Length	Standard: 15m (49 feet)	Optional: 20m (65 feet), 30m (98 feet); Consult Factory for longer lengths		

[3] Dual voltage cabling for 460 volt motors is available and is based on the 230 volt cable arrangement. [4] Type SOOW power cables have integrated control wires. [5] See motor protection on page 1.

Pump Data

Discharge Size	DN150/6” flanged, radially slotted, compatible with 6” class 125 ANSI flanges										
Suction Size (Wet-Pit / Dry-Pit) [6]	Wet: 6” inlet / Dry: 6” flanged, compatible with 6” class 125 ANSI flanges, threaded for 8x3/4-10 UNC screws, 33mm (1.3”) deep										
Volute Pressure Rating	16 bar (232 psi)										
Impeller Type	Semi-open, 2-vane, Contrablock Plus, w/ Seal Protection System										
Impeller	Code	4	3	2	1						
	Diameter, mm (in.)	265 (10.4)	275 (10.8)	285 (11.2)	300 (11.8)						
Solids Passage Size, mm (in.)	100 (4.0)	100 (4.0)	100 (4.0)	100 (4.0)							
Min. Recommended Flow, GPM [7]	400	420	425	500							

[6] Wet-pit version can be drilled to dry-pit specifications upon request. Consult factory for details. [7] Recommend minimum continuous flow. Consult factory for applications below this flow rate.

Materials of Construction

	Standard	Optional
Power/Control Cable Jacket	Chlorinated Polyethylene (CPE)	
Lifting Hoop	Stainless Steel 1.4401 (AISI 316)	
Cable Connection Chamber	Cast Iron EN-GJL-250 (ASTM A-48, Class 35B)	
Motor Housing	Cast Iron EN-GJL-250 (ASTM A-48, Class 35B)	
Cooling Jacket	Cast Iron EN-GJL-250 (ASTM A-48, Class 35B)	
Intermediate Housing	Cast Iron EN-GJL-250 (ASTM A-48, Class 35B)	
Seal Plate/Cooling Chamber	Cast Iron EN-GJL-250 (ASTM A-48, Class 35B)	
Pump and Motor Shaft	Stainless Steel 1.4021 (AISI 420)	
Impeller	Cast Iron EN-GJL-250 (ASTM A-48, Class 35B) [8]	Duplex Stainless Steel 1.4470 (ASTM A890, CD3MN Grade 4A)
Wear Parts Bottom/Wear Plate	Cast Iron EN-GJL-250 (ASTM A-48, Class 35B) [8]	Duplex Stainless Steel 1.4470 (ASTM A890, CD3MN Grade 4A)
Volute	Cast Iron EN-GJL-250 (ASTM A-48, Class 35B)	
External Hardware	Stainless Steel 1.4401 (AISI 316)	
O-Rings and Cable Glands	Nitrile (Buna-N)	Viton®
Mechanical Seals Lower	Silicon Carbide / Silicon Carbide, Nitrile, 316 SS	Silicon Carbide / Silicon Carbide, Viton®, 316 SS
Mechanical Seals Upper	Silicon Carbide / Silicon Carbide, Nitrile, 316 SS	
Lower Bearing Lip Seal	Nitrile (Buna-N)	
Coating/Protection	Two-part epoxy, blue, 120µm (4.7 mil) DFT	Two-part epoxy, blue, 400µm (15.7 mil); Wet-end liquid ceramic coating, 500µm (19.7 mil); Zinc Anodes

[8] Hardening of bottom edge of impeller vane and wear plate surface available. Consult factory for details.

General Data (Standard Materials of Construction & Cable Length)

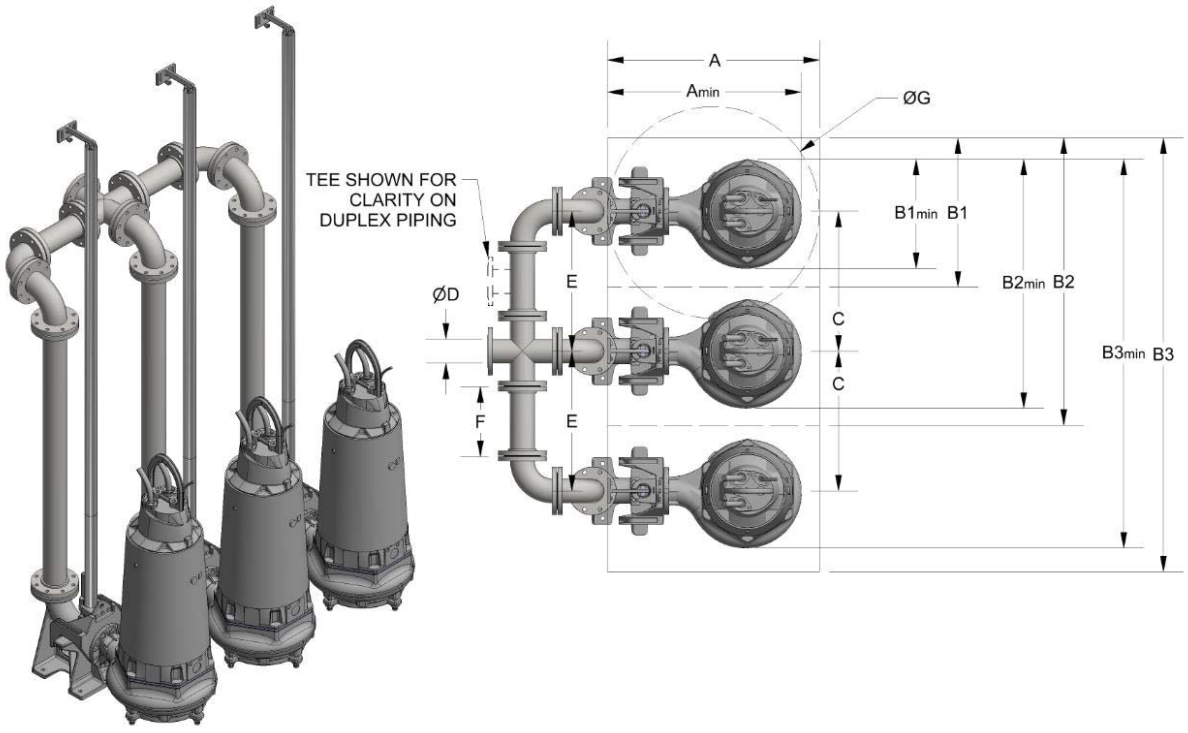
	PE 110/6	PE 130/6
Overall Height	1347mm (53.1”)	1347mm (53.1”)
≈ Pump Weight (Non-Cooled)	375 kg (827 lb)	375 kg (827 lb)

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

Guide Rail Assembly[1]	Pipe Size	Recommended Clear Opening				Minimum Edge to Edge Distance			Minimum Hydraulic Distance CL[2]	Manifold CL[3]	Spool Length[4]
		I Simplex		II Duplex	III Triplex	I Simplex	II Duplex	III Triplex			
	(D)	(G)	(A x B1)	(A x B2)	(A x B3)	(Amin x B1min)	(Amin x B2min)	(Amin x B3min)	(C)	(E)	(F)
Single Rail	6	34	34 x 27	34 x 59	34 x 91	29.7 x 19.4	29.7 x 51.4	29.7 x 83.4	25	32	16
	8	34	34 x 27	34 x 63	34 x 99	29.7 x 19.4	29.7 x 55.4	29.7 x 91.4	25	36	18
	10	34	34 x 27	34 x 71	34 x 115	29.7 x 19.4	29.7 x 63.4	29.7 x 107.4	25	44	22
Dual Rail	6	34	34 x 27	34 x 59	34 x 91	29.7 x 19.4	29.7 x 51.4	29.7 x 83.4	25	32	16
	8	34	34 x 27	36 x 60	34 x 99	29.7 x 19.4	29.7 x 55.4	29.7 x 91.4	25	36	18
	10	34	34 x 27	34 x 71	34 x 115	29.7 x 19.4	29.7 x 63.4	29.7 x 107.4	25	44	22
Straight-Thru	6	34	34 x 27	34 x 59	34 x 91	29.7 x 19.4	29.7 x 51.4	29.7 x 83.4	25	32	16
	8	34	34 x 27	34 x 63	34 x 99	29.7 x 19.4	29.7 x 55.4	29.7 x 91.4	25	36	18
	10	34	34 x 27	34 x 71	34 x 115	29.7 x 19.4	29.7 x 63.4	29.7 x 107.4	25	44	22

Guide Rail Assembly (GRA) P/N Reference

GRA Type	Base Configuration	Rail(s) Size	Applicable GRA Part Numbers
Single Rail	Integral Elbow	2"	62326055, 62326035
Dual Rail	Integral Elbow	2"	62325027
Straight Thru	Straight Thru	2"	62326537



NOTES:

- All units are inches until otherwise specified.
- Dimensions are for general guidelines only. The specific application will determine actual required dimensions.
- Configurations and pumps shown are for illustrative purposes only.
- Consider safety net, grating, and other obstructions for true clear opening.

[1] See Guide Rail Assembly (GRA) P/N Reference table for applicable part numbers used for dimensional references. Consult Factory for part numbers not shown.
[2] Minimum distance required for proper hydraulic performance. Consult Factory for special circumstance requiring reduced spacing.
[3] Minimum separation distances accommodate typical hatch beam supports and standard AWWA fittings (when applicable). However, actual requirements should be verified with the hatch manufacturer and adjusted if necessary. Not applicable to simplex installations.
[4] Spool and fitting dimensions are based on AWWA C110, ANSI A21.10 standards. Other minimums can be achieved with different fittings or custom spool lengths.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

Bill of Material

Kit Number	310195010221

Part No	Qty	Item Description
35075685	1	XFP150G CB1.8 60HZ D230 GG
31065109	1	WEAR PLATE XFP150G CB1 ANSI GG
11630153	1	IMP.KEY
11490030	1	LOCK WASHER
11360065	4	GRUB SCREW
11210261	1	SCREW CYL
11210235	4	SCREW CYL
11120126	1	O-RING

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Massblatt XFP 150G–CB1 Nassinstallation
Dimension sheet Twin Guide Rail Installation
Dimensioni Installazione sommersa
Hoja de dimensiones instalación sumergida
Plan d'encombrement Installation noyee

No: AN–M.22.595 – 06
Drawn: 05/08/10 D.Whelan
Issue Date: 01/07/2016
Änderungen vorbehalten
Technical changes reserved
Con riserva di modifiche
Con reserva de modificaciones
Sous réserve de modification

U.S.

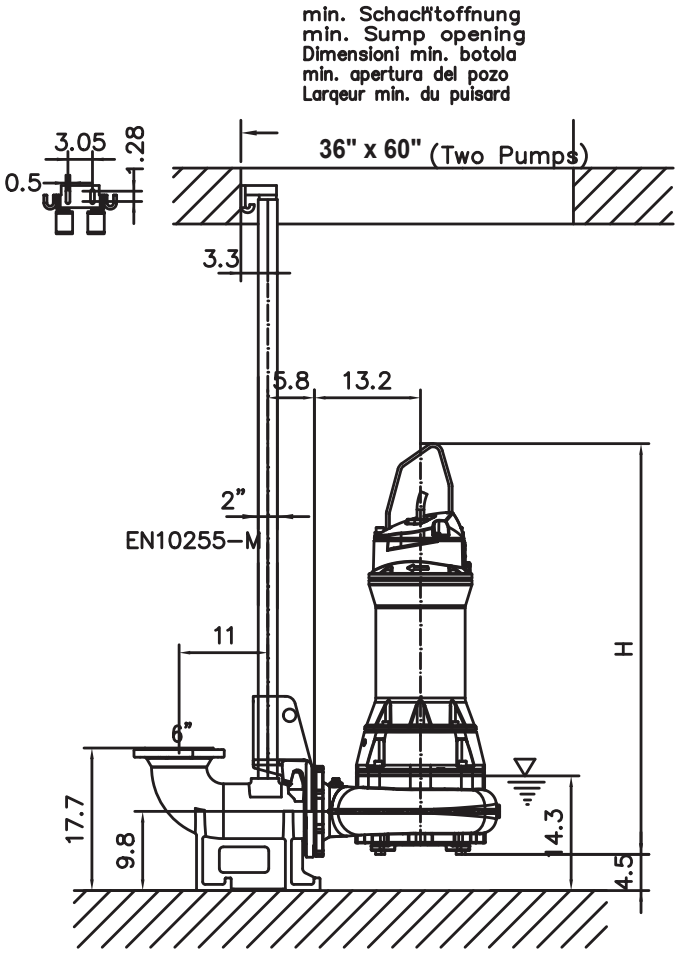
50 Hz

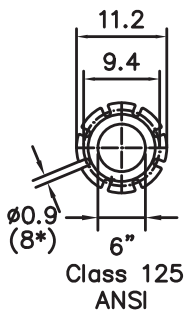
Typ Type Tipo	Gewicht Weight Poids N.C.J. (lbs)	Gewicht Weight Poids W.C.J. (lbs)	Height H (")
PE 110/4	794	904	51.1
PE 140/4	794	904	51.1
PE 160/4	860	948	51.1
PE 185/4	860	948	51.1
PE 220/4	882	993	52.6

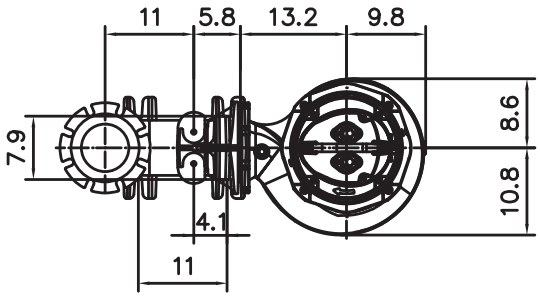
60 Hz

Typ Type Tipo	Gewicht Weight Poids N.C.J. (lbs)	Gewicht Weight Poids W.C.J. (lbs)	Height H (")
PE 110/6	816	904	51.1
PE 130/6	~~816~~	904	51.1
PE 150/4	816	904	51.1
PE 185/4	860	948	51.1
PE 210/4	882	971	51.1
PE 250/4	924	1050	52.6

N.C.J. = No Cooling Jacket
W.C.J. = With Cooling Jacket







Gewicht: Beinhaltet Pumpe,Halterung(Fussstück) und Kabel (50 Hz = 10 m; 60 Hz = 15 m)
Weight: includes pump, slider bracket and cable (50 Hz = 10 m; 60 Hz = 15 m)
Peso: include pompa, pezzo intermedio a cavo (50 Hz = 10 m; 60 Hz = 15 m)
Peso: Incluye bomba, soporte deslizante y cable (50 Hz = 10 m; 60 Hz = 15 m)
Poids : incluant la pompe, le coulisseau et le cable (50 Hz = 10 m; 60 Hz = 15 m)

Guss–Allgemeintoleranzen nach DIN1680 – GTB16
General tolerances for castings in acc. to DIN1680–GTB16
Tolleranze generali delle fusioni secondo DIN1680–GTB16
Tolerancias generales para la fundicion seg. de DIN1680–GTB16
Tolérance générale de la fonderie selon DIN1680–GTB16

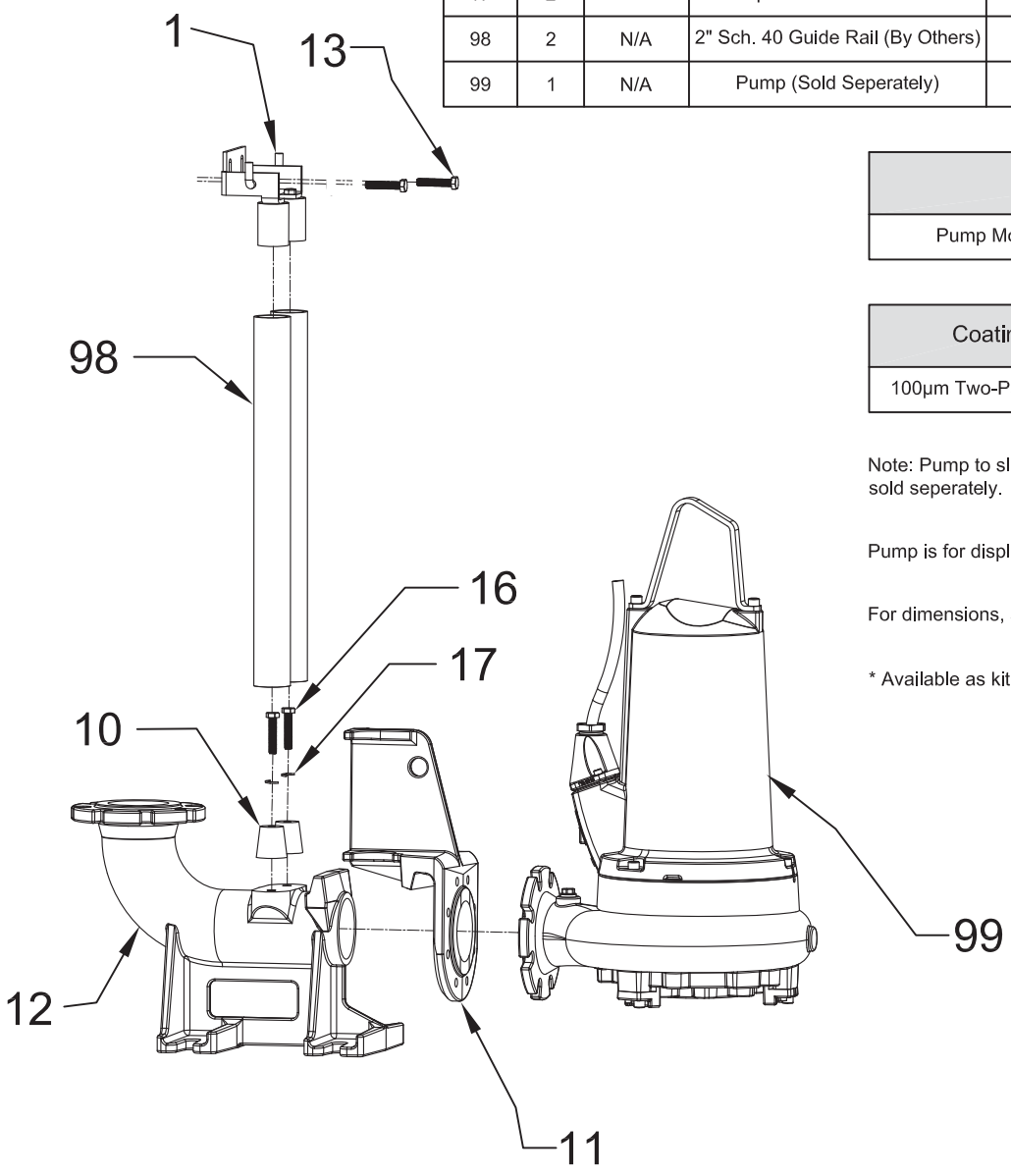
Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

PARTS LIST — GUIDE RAIL ASSEMBLY

6" Dual Rail
P/N 62325027

Rev. 0

Ref. #	Qty.	Part #	Description	Material EN/DIN (ASTM/AISI)
1	1	82046955	Upper Guide Rail Bracket	316 STAINLESS STEEL
10	2	82046910	Lower Pipe Guide	GG25 (ASTM A48 35B) Cast Iron
11	1	82047056	Sliding Bracket	GG25 (ASTM A48 35B) Cast Iron
12	1	11250*	Pedestal/Base Elbow 11252	GG25 (ASTM A48 35B) Cast Iron
13	2		3/8 x 3" WEDGE ANCHOR BOLT	316 STAINLESS STEEL
16	2		Cap Screw	316 STAINLESS STEEL
17	2		Cap Screw Lock Washer	316 STAINLESS STEEL
98	2	N/A	2" Sch. 40 Guide Rail (By Others)	As Required
99	1	N/A	Pump (Sold Seperately)	N/A



Applications	
Pump Models	Consult Factory

Coating	Applicable Parts
100µm Two-Part Epoxy	10,11,12

Note: Pump to slide bracket hardware kit (not shown) is sold seperately.

Pump is for display purposes only.

For dimensions, see installation drawings.

* Available as kit 11252.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

Specifications subject to change without notice.

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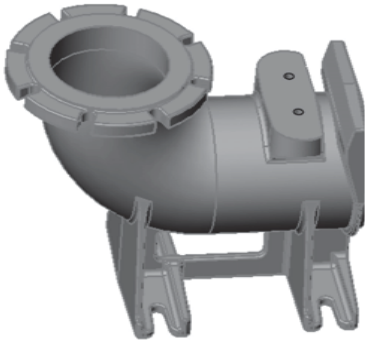
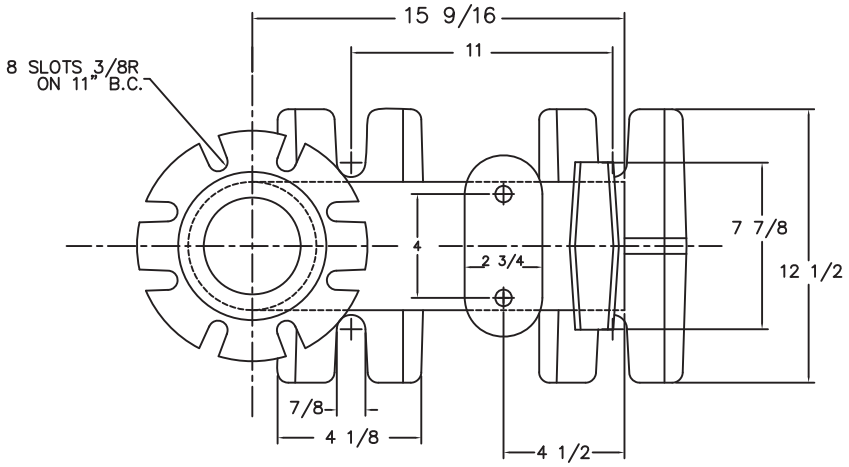
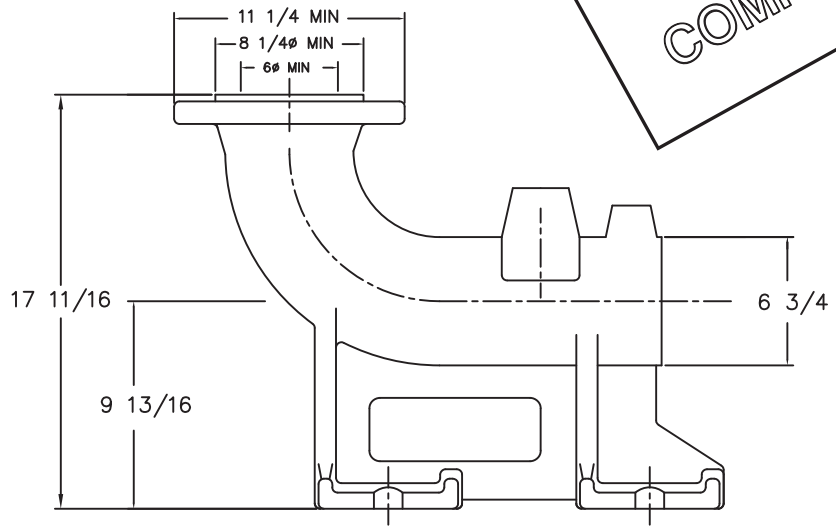
REVISIONS					
ECN	REV	DESCRIPTION	DATE	BY	APP.
	A	INITIAL RELEASE	00/00	XX	XX
	B	SUBMTL PURPOSE ONLY	09/06	RM	—

SUBMITTAL PURPOSE ONLY





FLGYT COMPATIBLE



NOTES:

1. ALL RADII 1/8" UNLESS OTHERWISE SPECIFIED.
2. ALL DIMENSIONS IN INCHES.
3. ALLOW 3/16" MINIMUM MACHINE STOCK ON ALL FINISHED SURFACES.
4. THICKNESS SHOWN ARE MINIMUM DRAFT ACCORDINGLY.
5. ACTUAL FINISHED PART 136#.
6. MATERIAL: ASTM A48 CLASS 30.

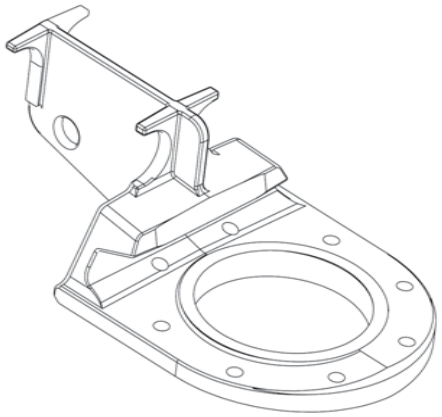
STANDARD TOLERANCES (UNLESS OTHERWISE SPECIFIED)				
±1/64	±1/64	±1/2°	±.01	±.005
WHOLE NO.	FRACTIONS	ANGLES	2 PLACE DEC.	3 PLACE DEC

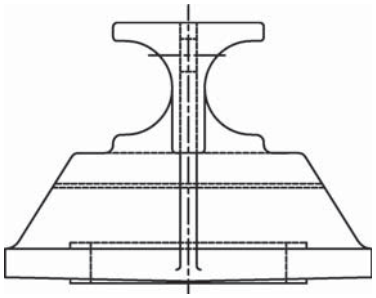
UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS ARE IN INCHES	DATE: 05/1992	MATERIAL: ASTM A48 CLASS 30	WEIGH — —
abs We know how water works — A Company in the Cardo Group	TITLE: 6" DUAL RAIL BASE		SCAL NT
	DRW. BY: PC		SHEE 1 OF
	APP. BY: — —	DWG NO. 11252	REV. B

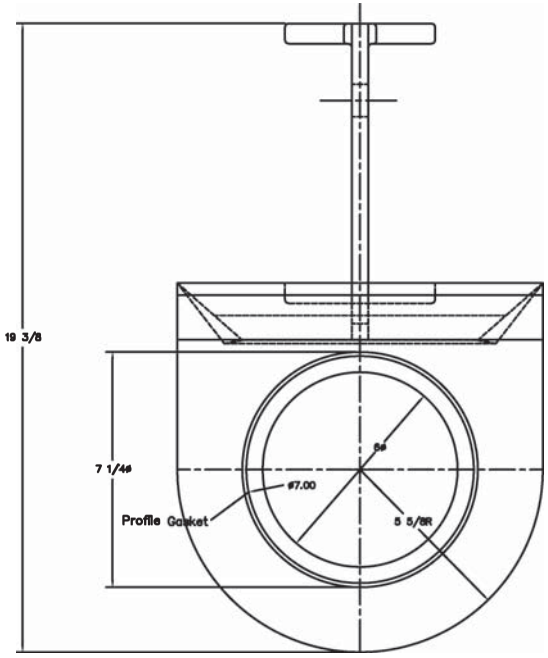
ABS PUMPS, INC. 111 MARITIME DR. SANFORD, FL 32771 (407)330-3

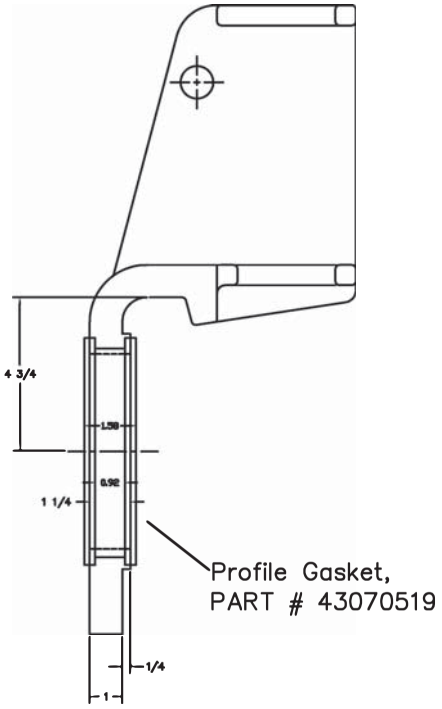
Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

REVISIONS					
ECN	REV	DESCRIPTION	DATE	BY	APP.







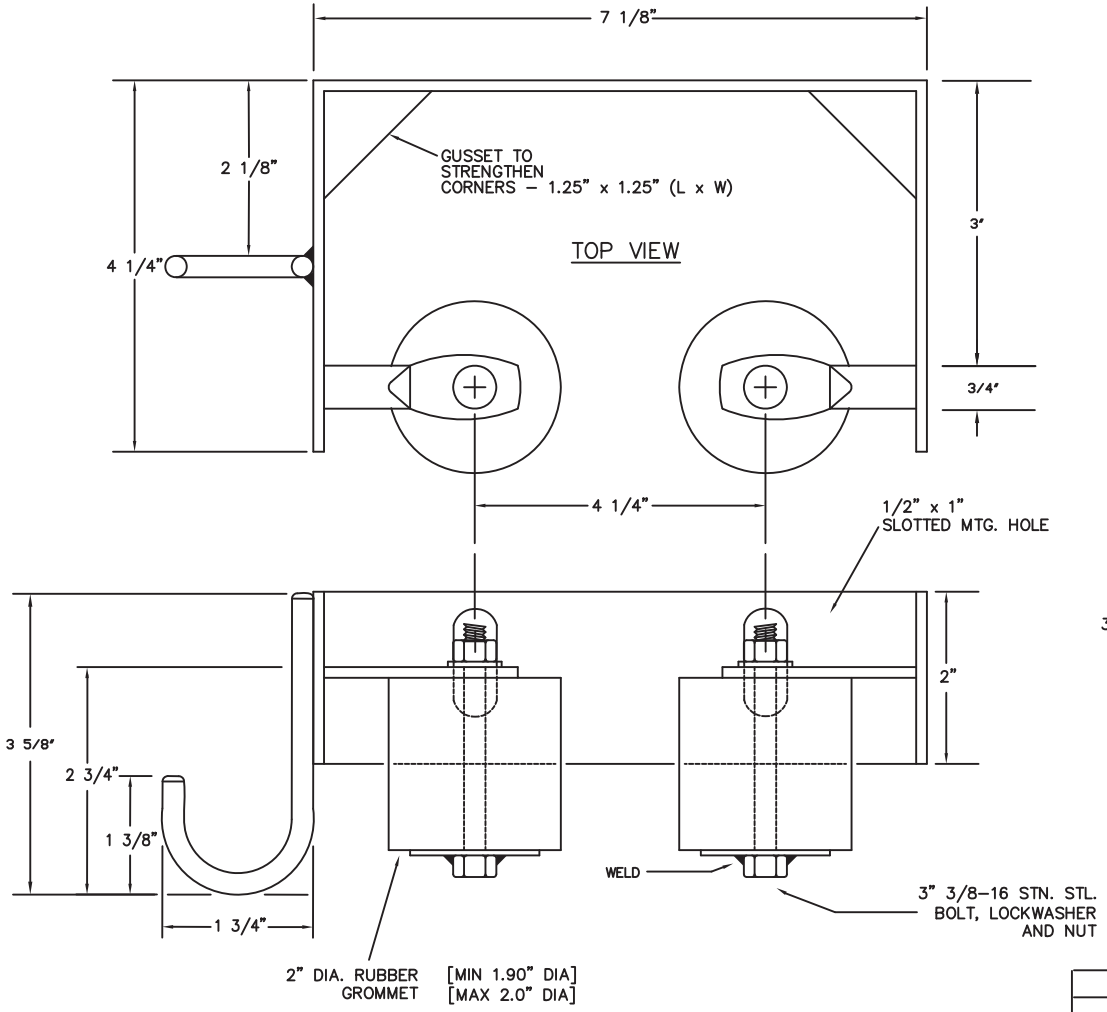


STANDARD TOLERANCES (UNLESS OTHERWISE SPECIFIED)				
±1/32	±1/32	±1/2°	±.01	±.005
WHOLE NO.	FRACTIONS	ANGLES	2 PLACE DEC.	3 PLACE DEC.

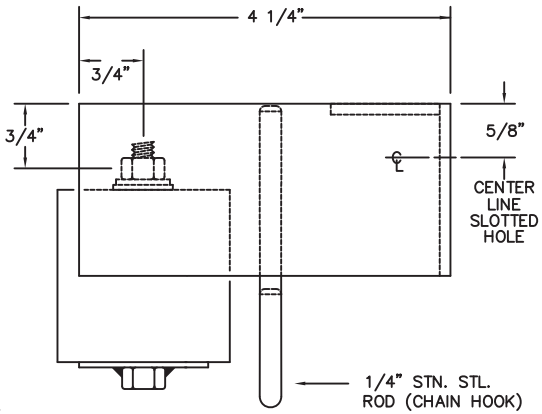
JOB/CUST.	PATT. NO.	MATERIAL: ASTM A48 CLASS 30	WEIGHT: 40#
UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS ARE IN INCHES	DATE: 8/10	TITLE: 6" BRACKET, 2" DUAL RAIL WITH PROFILE GASKET	SCALE: 1=2
	DRW. BY:		SHEET 1 OF 1
	APP. BY:	DWG NO. 82046982	
PRODUCT CODE: DUAL GUIDE RAIL BRACKET		CAD CODE: 22088	

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

REVISIONS					
ECN	REV	DESCRIPTION	DATE	BY	APP.
	C	C–C DISTANCE OF RUBBER GROMET CHANGED FROM 3 3/4" TO 4 1/4"	05/06	NV	
	D	ADDED MIN/MAX TOL FOR RUB GRMT UPDATE TO NEW TEMPLATE	08/06	NV	



NOTES:
1.) ABS Stainless Steel fabricated products are made using a combination of ARC / MIG welding. A 40 ton press for making holes. The edges and ends are ground for safety.
2.) This bracket is used for what engineers refer to as the "Flygt" dual rail system.
3.) Use ABS part number 82036154 when ordering.
4.) Change from REV B to REV C: C-C distance from 3 3/4" to 4 1/4".



STANDARD TOLERANCES (UNLESS OTHERWISE SPECIFIED)				
±1/64	±1/64	±1/2°	±.01	±.005
WHOLE NO.	FRACTIONS	ANGLES	2 PLACE DEC.	3 PLACE DEC.

UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS ARE IN INCHES	DATE: 8/09/2006	MATERIAL:	WEIGHT:
HSI	TITLE: UPPER GUIDE RAIL BRACKET TYPE 316 STAINLESS STEEL		SCALE: NTS
	DRW. BY: NV		SHEET 1 OF
	APP. BY: NV	DWG NO. 82036154	REV D

A.S.T.M. A276-03, Standard specification for stainless steel bars and shapes.

Type 316 chromium-nickel stainless steel with molybdenum added to increase corrosion resistance and mechanical properties at elevated temperatures. It also resists the corrosive effects of sulfates, phosphates, and other salts as well as sulfuric, sulfurous, and phosphoric.
Nominal Composition Percentages % : C=0.08, Mn=2.00, Si=1.00, Cr=16.0-18.0, Ni=10.0-14.0, P=0.045, S=0.03

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

SUBMITTAL DATA
STAINLESS STEEL GUIDE RAIL

ISSUED: 11/2010 Re

[ ] Engineer [ ] APPROVED

[ ] CUSTOMER [ ] REJECTED

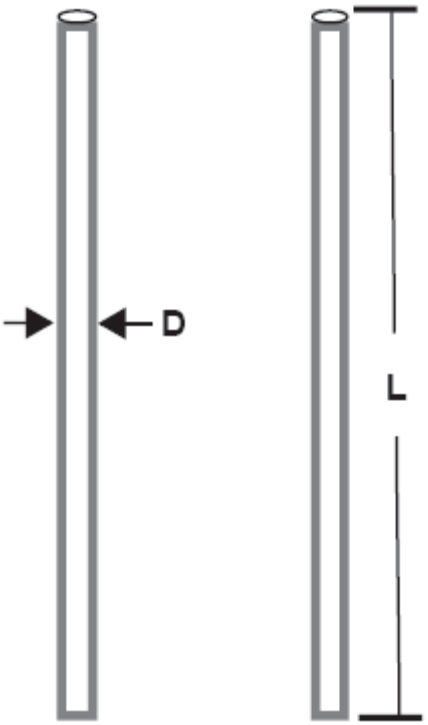
A.S.T.M. A778 - 01, WELDED UNANNEALED AUSTENITIC STAINLESS STEEL TUBULAR PRODUCTS

The guide rail provided for this project will be in the proper diameter and length as specified by the design engineer. It will be as follows:

Diameter (in), Material Type	Length, ft
2" Dia,Type 316SS - 82047007(per ft.)	25

A S T M Chemical Requirements

Elements	304 S30403	316 S31603
(C) Carbon, max	0.030	0.030
(Mn) Manganese, max	2.00	2.00
(P) Phosphorus, max	0.045	0.045
(S) Sulfur, max	0.030	0.030
(Si) Silicon	1.00	1.00
(Ni) Nickel	8.00-13.00	10.00-14.00
(Cr) Chromium	18.00-20.00	16.00-18.00
(Mo) Molybdenum	0.00	2.00
(N) Nitrogen	0.10	0.10



ASTM Tensile Requirements

Grade	Tensile Strength min. ksi (Mpa)	Yield Strength min. ksi (Mpa)	Elong. In 2" min. %
304	70 (485)	25 (170)	40
316	70 (485)	25 (170)	40

Laboratory Testing

Test	ASTM	United
Passivation test per MIL-STD 753B	Not Required	Required

Mechanical Testing Test

Test	ASTM	United
Flare	Not Required	Required
Flatten	Required	Required
Reverse Bend	Not Required	Required
Eddy Current	Not Required	Required
Transverse Tension	Required	Required

Product Marking

Each length will have man. Name or Brand, specified size, heat number, spec. number, grade and "HT-O" to indicate no heat treatment. For small diameter tubes and pieces under 3', the information will be placed on a tag securely under the bundle.

HSI reserves the right to change any Data and Dimensions without prior notice and cannot be held responsible for the use of this information.

Hydra Service, Inc.
SPECIALIST IN FLUID MOVEMENT

Hydra Service Inc.
250 SPRINGVIEW COMMERCE DR.
DEBARY, FLORIDA ,32713
PH: (800) 323-1731 / PH: (407) 330-3456 / FAX: (407) 330-3404

www.hydraservice.net

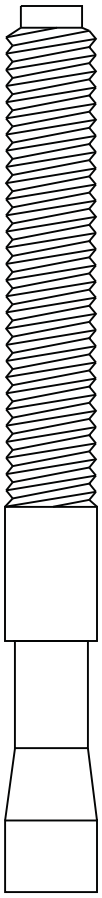
Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

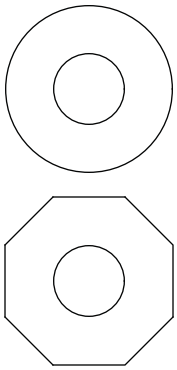
SUBMITTAL DATA
ANCHOR BOLTS

ISSUED: 07/2011 Rev

[ ] Engineer [ ] APPROVED

[ ] CUSTOMER [ ] REJECTED





Bolts, Material Type	QTY
316SS 3/8"x 3" - 82047020	12
316SS 3/4-10"x11" 82047169	12

Anchor bolts availablie in 304 or 316 Stainless Steel

Typical Installation:

2 -3/8" x3" Anchor Bolts per Upper Guide Brackets
2 -3/8" x3" Anchor Bolts per Intermediate Brackets
2 -3/8" x3" Anchor Bolts per Float Brackets
1 -3/8" x3" Anchor Bolt per J-hook

4 - 5/8"x5" Anchor Bolts per pump for PIR S, SCAV, AFP(K) M1, and XFP PE1
4 - 5/8"x8" Anchor Bolts per pump for PIR M, AFP(K) M2, ME3, and XFP PE2, PE3
4 - 5/8"x8" J-Type Anchor Bolts per pump for PIR, XFP PE1, PE2, PE3
4 - 3/4"x6-1/4" Anchor Bolts per pump for AFP ME4, and XFP PE4
4 - 7/8"x8" Anchor Bolts, double nutted - TOHO specified for XFP PE1, PE2, PE3, PE4
4 - 3/4"x8" Anchor Bolts per pump for AFP ME5, ME6, and XFP PE4, PE5
→ 4 - 3/4"-10x11 All thread stud, 316SS
4 - 3/4" -11" 316SS, J TYPE - ST CLOUD-OVIEDO

* Washers and Nuts include

HSI reserves the right to change any Data and Dimensions without prior notice and cannot be held responsible for the use of this information

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SPECIALIST IN FLUID MOVEMENT
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250 SPRINGVIEW COMMERCE DR.
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Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

ET *Epoxy-Tie® Anchoring Adhesive*

SIMPSON Strong-Tie ANCHOR SYSTEMS

ET Epoxy-Tie® is a two-component, high solids, epoxy-based system for use as a high-strength, non-shrink anchor grouting material. Resin and hardener are dispensed and mixed simultaneously through the mixing nozzle. ET meets the ASTM C-881 specifications for Type I, II, IV and V, Grade 3, Classes B and C, except gel time.

USES:
- Threaded rod anchoring
- Rebar doweling
- Bonding hardened concrete to hardened concrete
- Pick-proof sealant around doors, windows and fixtures
- Paste-over for crack injection

CODES: ICC-ES ER-4945 (URM); City of L.A. RR25185, RR25120; Florida FL 11506.2; Multiple DOT Listings. ⚠ The load tables list values based upon results from the most recent testing and may not reflect those in current code reports. Where code jurisdictions apply, consult the current reports for applicable load values.

APPLICATION: Surfaces to receive epoxy must be clean. For installations in or through standing water, see page 15 for details. The base material temperature must be 40°F or above at the time of installation. For best results, material should be 70°F - 80°F at the time of application. Cartridges should not be immersed in water to facilitate warming. To warm cold material, the cartridges should be stored in a warm, uniformly heated area or storage container for a sufficient time to allow epoxy to warm completely. Mixed material in nozzle can harden in 5–7 minutes at a temperature of 40°F or above.

INSTALLATION: See pages 31–32

SHELF LIFE: 24 months from date of manufacture in unopened container

STORAGE CONDITIONS: For best results store between 45°F - 90°F. To store partially used cartridges, leave hardened nozzle in place. To re-use, attach new nozzle.

COLOR: Resin – white, hardener – black
When properly mixed, ET adhesive will be a uniform medium gray color.

CLEAN UP: Uncured material — Wipe up with cotton cloths. If desired scrub area with abrasive, waterbased cleaner and flush with water. If approved, solvents such as ketones (MEK, acetone, etc.), lacquer thinner, or adhesive remover can be used. DO NOT USE SOLVENTS TO CLEAN ADHESIVE FROM SKIN. Take appropriate precautions when handling flammable solvents. Solvents may damage surfaces to which they are applied. Cured Material: Chip or grind off surface.

TEST CRITERIA: Anchors installed with ET Epoxy-Tie® adhesive have been tested in accordance with ICC-ES's *Acceptance Criteria for Adhesive Anchors (AC58)* for the following:

- Seismic and wind Loading
- Long-term creep at elevated-temperature
- Static loading at elevated-temperature
- Damp holes
- Freeze-thaw conditions
- Critical and minimum edge distance and spacing

In addition, anchors installed with ET adhesive have been tested in accordance with ICC-ES's *Acceptance Criteria for Unreinforced Masonry Anchors (AC60).*

PROPERTY	TEST METHOD	RESULTS
Consistency (77°F)	ASTM C 881	Non-sag/thixotropic paste
Heat deflection	ASTM D 648	168°F (76°C)
Bond strength (moist cure)	ASTM C 882	2,030 psi (2 days) 4,240 psi (14 days)
Water absorption	ASTM D 570	0.19% (24 hours)
Compressive yield strength	ASTM D 695	9,174 psi (24 hours) 13,390 psi (7 days)
Compressive modulus	ASTM D 695	658,200 psi (7 days)
Gel time (77°F)	ASTM C 881	10 min. – 60 gram mass 30 min – Thin film

CHEMICAL RESISTANCE Very good to excellent against distilled water, inorganic acids and alkalis. Fair to good against organic acids and alkalis, and many organic solvents. Poor against ketones. For more detailed information visit our website or contact Simpson Strong-Tie and request Technical Bulletin T-SAS-CHEMRES08.

ET22

EMN22i

EDT22B

ET22

- IMPORTANT -
SEE Pages 31–32 FOR INSTALLATION INSTRUCTIONS

ET Cartridge Systems

Model No.	Capacity ounces (cubic inches)	Cartridge Type	Carton Quantity	Dispensing Tool(s)	Mixing[4] Nozzle
ET22	22 (39.7)	side-by-side	10	EDT22B, EDT22AP, or EDT22CKT	EMN22i

1. Bulk containers also available, call Simpson Strong-Tie for details.
2. Cartridge and bulk estimation guides are available on pages 63–66.
3. Detailed information on dispensing tools, mixing nozzles and other adhesive accessories is available on pages 87–92.
4. Use only appropriate Simpson Strong-Tie® mixing nozzle in accordance with Simpson Strong-Tie instructions. Modification or improper use of mixing nozzle may impair epoxy performance.

SUGGESTED SPECIFICATIONS: Anchoring adhesive shall be a two-component high solids epoxy based system supplied in manufacturer's standard side-by-side cartridge and dispensed through a static-mixing nozzle supplied by the manufacturer. Epoxy shall meet the minimum requirements of ASTM C-881 specification for Type I, II, IV, and V, Grade 3, Class B and C, except gel time, and must develop a minimum 13,390 psi compressive yield strength after 7 day cure. Epoxy must have a heat deflection temperature of a minimum 168°F (76°C). Adhesive shall be ET Epoxy-Tie® adhesive from Simpson Strong-Tie, Pleasanton, CA. Anchors shall be installed per Simpson Strong-Tie instructions for ET Epoxy-Tie® adhesive.

ACCESSORIES: See pages 87–92 for information on dispensing tools, mixing nozzles and other accessories.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

ET *Epoxy-Tie® Anchoring Adhesive*

SIMPSON StrongTie ANCHOR SYSTEMS

Cure Schedule

Base Material Temperature		Cure Time
°F	°C	
40	4	72 hrs.
60	16	24 hrs.
80	27	24 hrs.
100	38	12 hrs.

In-Service Temperature Sensitivity

Base Material Temperature		Percent Allowable Load
°F	°C	
40	4	100%
70	21	100%
110	43	100%
135	57	85%
150	66	69%
180	82	58%

1. Refer to temperature-sensitivity chart for allowable bond strength reduction for temperature. See page 15 for more information.
2. Percent allowable load may be linearly interpolated for intermediate base material temperatures.
3. °C = (°F-32) / 1.8

Tension Loads for Threaded Rod Anchors in Normal-Weight Concrete

*See page 10 for an explanation of the load table icons

Rod Dia. in. (mm)	Drill Bit Dia. in.	Embed. Depth in. (mm)	Critical Edge Dist. in. (mm)	Critical Spacing Dist. in. (mm)	Tension Load Based on Bond Strength, f'c ≥ 2000 psi (13.8 MPa) Concrete			Tension Load Based on Steel Strength		
					Ultimate lbs. (kN)	Std. Dev. lbs. (kN)	Allowable lbs. (kN)	A307 (SAE 1018) Allowable lbs. (kN)	A193 GR B7 (SAE 4140) Allowable lbs. (kN)	F593 (A304SS) Allowable lbs. (kN)
¾ (19.1)	⅞	6¾ (171)	10⅛ (257)	27 (686)	35,459 (157.7)	4,940 (22.0)	8,865 (39.4)	8,460 (37.6)	18,230 (81.1)	12,400 (55.2)

1. Allowable load must the lesser of the bond or steel strength.
2. The allowable loads listed under allowable bond are based on a safety factor of 4.0.
3. Allowable loads may be increased by 33⅓ percent for short-term loading due to wind or seismic forces where permitted by code.
4. Refer to allowable load-adjustment factors for spacing and edge distance on pages 60 and 61.
5. Refer to in-service temperature sensitivity chart for allowable load adjustment for temperature.
6. Anchors are permitted to be used within fire-resistive construction, provided the anchors resist wind or seismic loads only. For use in fire-resistive construction, the anchors can also be permitted to be used to resist gravity loads, provided special consideration has been given to fire-exposure conditions.
7. Anchors are not permitted to resist tension forces in overhead or wall installations unless proper consideration is given to fire-exposure and elevated-temperature conditions.

C-SAS-2009 © 2009 SIMPSON STRONG-TIE COMPANY INC.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

Shear Loads for Threaded Rod Anchors in Normal-Weight Concrete

*See page 10 for an explanation of the load table icons

Rod Dia. in. (mm)	Drill Bit Dia. in.	Embed. Depth in. (mm)	Critical Edge Dist. in. (mm)	Critical Spacing Dist. in. (mm)	Shear Load Based on Concrete Edge Distance			Shear Load Based on Steel Strength		
					f'c ≥ 2000 psi (13.8 MPa) Concrete			A307 (SAE 1018)	A193 GR B7 (SAE 4140)	F593 (A304SS)
					Ultimate lbs. (kN)	Std. Dev. lbs. (kN)	Allowable lbs. (kN)	Allowable lbs. (kN)	Allowable lbs. (kN)	Allowable lbs. (kN)
¾ (19.1)	⅞	6¾ (171)	10⅛ (257)	10⅛ (257)	27,696 (123.2)	2,263 (10.1)	6,925 (30.8)	4,360 (19.4)	9,390 (41.8)	6,385 (28.4)

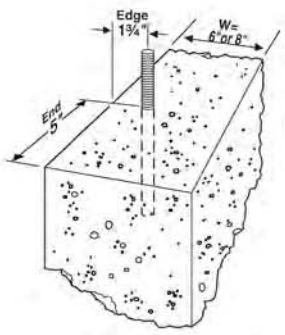
1. Allowable load must be the lesser of the load based on concrete edge distance or steel strength.
2. The allowable loads based on concrete edge distance are based on a safety factor of 4.0.
3. Allowable loads may be increased by 33⅓ percent for short-term loading due to wind or seismic forces where permitted by code.
4. Refer to allowable load-adjustment factors for spacing and edge distance on pages 60 and 61.
5. Refer to in-service temperature sensitivity chart for allowable load adjustment for temperature.
6. Anchors are permitted to be used within fire-resistive construction, provided the anchors resist wind or seismic loads only. For use in fire-resistive construction, the anchors can also be permitted to be used to resist gravity loads, provided special consideration has been given to fire-exposure conditions.

Tension Loads for Threaded Rod Anchors in Normal-Weight Concrete Stemwall

Rod Dia. in. (mm)	Drill Bit Dia. in.	Embed. Depth in. (mm)	Stemwall Width in. (mm)	Min. Edge Dist. in. (mm)	Min. End Dist. in. (mm)	Tension Load Based on Bond Strength			Tension Load Based on Steel Strength
						f'c ≥ 2000 psi (13.8 MPa) Concrete			A307 (SAE 1018)
						Ultimate lbs. (kN)	Std. Dev. lbs. (kN)	Allowable lbs. (kN)	Allowable lbs. (kN)
⅝ (15.9)	¾	9½ (241.3)	6 (152.4)	1¾ (44.5)	5 (127.0)	10,720 (47.7)	1,559 (6.9)	2,680 (11.9)	5,875 (26.1)
⅝ (15.9)	¾	12 (304.8)	6 (152.4)	1¾ (44.5)	5 (127.0)	16,150 (71.8)	260 (1.2)	4,040 (18.0)	5,875 (26.1)
⅞ (22.2)	1	12½ (317.5)	8 (203.2)	1¾ (44.5)	5 (127.0)	17,000 (75.6)	303 (1.3)	4,250 (18.9)	11,500 (51.2)
⅞ (22.2)	1	15½ (393.7)	8 (203.2)	1¾ (44.5)	5 (127.0)	23,340 (103.8)	762 (3.4)	5,835 (26.0)	11,500 (51.2)

1. Allowable load must be the lesser of the bond or steel strength.
2. The allowable loads listed under allowable bond are based on a safety factor of 4.0.
3. Allowable loads may be increased by 33⅓ percent for short-term loading due to wind or seismic forces where permitted by code.
4. Refer to in-service temperature sensitivity chart for allowable load adjustment for temperature.
5. Anchors are permitted to be used within fire-resistive construction, provided the anchors resist wind or seismic loads only. For use in fire-resistive construction, the anchors can also be permitted to be used to resist gravity loads, provided special consideration has been given to fire-exposure conditions.

*See page 10 for an explanation of the load table icons



Edge and end distances for threaded rod in concrete foundation stemwall corner installation

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

Shear Loads for Rebar Dowels in Normal-Weight Concrete

Rebar Size No. (mm)	Drill Bit Dia. in.	Embed. Depth in. (mm)	Critical Edge Dist. in. (mm)	Critical Spacing Dist. in. (mm)	Shear Load Based on Concrete Edge Distance, f'c ≥ 2500 psi (17.2 MPa) Concrete: Ultimate lbs. (kN)	Std. Dev. lbs. (kN)	Allow. lbs. (kN)	Shear Load Based on Steel Strength, ASTM A615 Grade 60 Rebar: Allowable lbs. (kN)
#4 (12.7)	5/8	4¼ (108)	8 (203)	6⅜ (162)	13,564 (60.3)	971 (4.3)	3,390 (15.1)	3,060 (13.6)
#5 (15.9)	¾	5 (127)	10 (254)	7½ (191)	20,914 (93.0)	3,034 (13.5)	5,230 (23.3)	4,740 (21.1)
#6 (19.1)	⅞	6¾ (171)	12 (305)	10⅛ (257)	30,148 (134.1)	1,322 (5.9)	7,535 (33.5)	6,730 (29.9)
#7 (22.2)	1	7¾ (197)	14 (356)	11⅝ (295)	39,838 (177.2)	1,854 (8.2)	9,960 (44.3)	9,180 (40.8)
#8 (25.4)	1⅛	9 (229)	16 (406)	13½ (343)	53,090 (236.2)	3,562 (15.8)	13,270 (59.0)	12,085 (53.8)
#9 (28.7)	1¼	10⅛ (257)	18 (457)	15¼ (387)	63,818 (148.7)	3,671 (16.3)	15,955 (71.0)	15,300 (68.1)
#10 (32.3)	1½	11¼ (286)	20 (508)	16⅞ (429)	82,782 (368.2)	2,245 (10.0)	20,695 (92.1)	19,430 (86.4)
#11 (35.8)	1⅝	12⅜ (314)	22 (559)	18⅝ (473)	96,056 (427.3)	3,671 (16.3)	24,015 (106.8)	23,865 (106.2)
#14 (43.0)	2	12⅜ (314)	22 (559)	18⅝ (473)	•	•	24,015 (106.8)	34,425 (153.1)

*See page 10 for an explanation of the load table icons

1. Allowable load must be the lesser of the load based on concrete edge distance or steel strength.
2. The allowable loads based on concrete edge distance are based on a safety factor of 4.0.
3. Allowable loads must be decreased by 12 percent for short-term loading due to wind or seismic forces.
4. Refer to allowable load-adjustment factors for spacing and edge distance on pages 60 and 61.
5. Refer to in-service temperature sensitivity chart for allowable load adjustment for temperature.
6. Anchors are permitted to be used within fire-resistive construction, provided the anchors resist wind or seismic loads only. For use in fire-resistive construction, the anchors can also be permitted to be used to resist gravity loads, provided special consideration has been given to fire-exposure conditions.

Tension and Shear Loads for Threaded Rod Anchors in 6 and 8-inch Normal-Weight Grout-Filled CMU

Rod Dia. in. (mm)	Drill Bit Dia. in.	Embed. Depth[8] in. (mm)	Min. Edge Dist. in. (mm)	Min. End Dist. in. (mm)	Min. Spacing Dist. in. (mm)	6 and 8-inch Grout-Filled CMU Allowable Loads Based on CMU Strength, Tension: Ultimate lbs. (kN)	Tension: Allowable lbs. (kN)	Shear: Ultimate lbs. (kN)	Shear: Allowable lbs. (kN)
Anchor Installed in Face Shell (See Figure 1)									
⅜ (9.5)	7/16	3½ (89)	12 (305)	4 (102)	14 (356)	6,489 (28.9)	1,300 (5.8)	5,231 (23.3)	1,045 (4.6)
			12 (305)	12 (305)	14 (356)	7,247 (32.2)	1,450 (6.4)	6,738 (30.0)	1,350 (6.0)
½ (12.7)	9/16	4¼ (108)	12 (305)	4 (102)	17 (432)	8,646 (38.5)	1,730 (7.7)	5,705 (25.4)	1,140 (5.1)
			12 (305)	12 (305)	17 (432)	8,975 (39.9)	1,795 (8.0)	10,879 (48.4)	2,175 (9.7)
⅝ (15.9)	¾	4¾ (121)	12 (305)	4 (102)	19 (483)	10,213 (45.4)	2,045 (9.1)	5,973 (26.6)	1,195 (5.3)
			12 (305)	12 (305)	19 (483)	11,290 (50.2)	2,260 (10.1)	13,027 (57.9)	2,605 (11.6)
		6 (152)	4 (102)	4⅝ (117)	24 (610)	4,905 (21.8)	980 (4.4)	4,766 (21.2)	955 (4.2)
¾ (19.1)	⅞	6¾ (171)	12 (305)	4 (102)	27 (686)	11,976 (53.3)	2,395 (10.7)	•	•
			12 (305)	12 (305)	27 (686)	•	•	19,141 (85.1)	3,830 (17.0)
Anchor Installed in Mortar "T" Joint (See Figure 2)									
⅜ (9.5)	7/16	3½ (89)	8 (203)	8 (203)	14 (356)	7,646 (34.0)	1,530 (6.8)	5,507 (24.5)	1,100 (4.9)
½ (12.7)	9/16	4¼ (108)	8 (203)	8 (203)	17 (432)	9,529 (42.4)	1,905 (8.5)	8,003 (35.6)	1,600 (7.1)
⅝ (15.9)	¾	4¾ (121)	8 (203)	8 (203)	19 (483)	9,955 (44.3)	1,990 (8.9)	9,529 (42.4)	1,905 (8.5)
¾ (19.1)	⅞	6¾ (171)	16 (406)	8 (203)	27 (686)	•	•	7,238 (32.2)	1,450 (6.4)
Anchor Installed in Cell Opening (Top of Wall) (See Figure 3)									
⅝ (15.9)	¾	6 (152)	4 (102)	4⅝ (117)	24 (610)	6,721 (29.9)	1,345 (6.0)	4,833 (21.5)	965 (4.3)
¾ (19.1)	⅞	6 (152)	4 (102)	4⅝ (117)	24 (610)	•	1,345 (6.0)	•	965 (4.3)

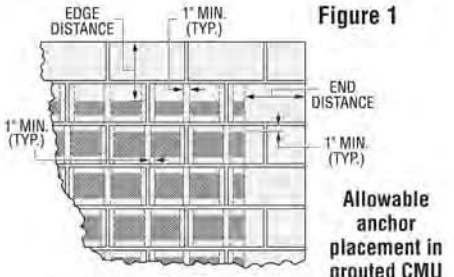


Figure 1

Allowable anchor placement in grouted CMU face shell

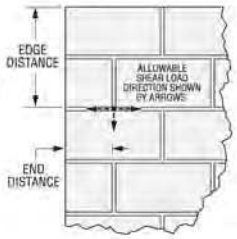


Figure 2

Anchor placement in grouted CMU mortar "T" joint

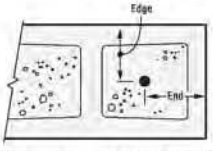


Figure 3

Anchor installed in cell opening (top of wall)

1. Threaded rods must comply with ASTM A 307 minimum.
2. Values for 6 and 8-inch wide CMU Grade N, Type IIconcrete masonry units conforming to UBC Standard 21-4 or ASTM C90. The masonry units must be fully grouted with grout complying with UBC Section 2103.4, or IBC Section 2103.12. Mortar is prepared in accordance with Section 2103.3 of the UBC and UBC Standard 21-15, or IBC Section 2103.8. The minimum specified compressive strength of masonry, f'm, at 28 days is 1,500 psi.
3. Embedment depth is measured from the outside face of the concrete masonry unit for installations through a face shell.
4. Allowable loads may not be increased for short-term loading due to wind or seismic forces.
5. Refer to in-service temperature sensitivity chart for allowable load adjustment for temperature.
6. The tabulated allowable loads are based on a safety factor of 5.0 for installations under the IBC and IRC. For installations under the UBC use a safety factor of 4.0 (multiply the tabulated allowable loads by 1.25).
7. Anchors must be spaced a minimum distance of four times the anchor embedment.
8. For embedment depths of 6¾", 8-inch-wide normal-weight grout-filled CMU block must be used.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

Load-Adjustment Factors for ET Epoxy-Tie® Adhesive in Normal-Weight Concrete: Edge Distance, Tension and Shear Loads

How to use these charts:

1. The following tables are for reduced edge distance.
2. Locate the anchor size to be used for either a tension and/or shear load application.
3. Locate the embedment (E) at which the anchor is to be installed.
4. Locate the edge distance (C_{act}) at which the anchor is to be installed.
5. The load-adjustment factor (f_c) is the intersection of the row and column.
6. Multiply the allowable load by the applicable load-adjustment factor.
7. Reduction factors for multiple edges are multiplied together.
8. Adjustment factors do not apply to allowable steel strength values.
9. Adjustment factors are to be applied to allowable Tension Load Based on Bond Strength values or allowable Shear Load Based on Concrete Edge Distance values only.

Edge Distance Tension (f_c)

*See page 10 for an explanation of the load table icons

Edge Dist. C_{act} (in.)	Dia.	3/8	1/2		5/8		3/4		7/8		1				1 1/8	1 1/4				
	Rebar		#4		#5		#6		#7		#8		#9			#10		#11		#14
	E	3 1/2	4 1/4	6	5	9 3/8	6 3/4	11 1/4	7 3/4	13 1/8	9	15	9	16 7/8	10 1/8	11 1/4	18 3/4	12 3/8	20 5/8	15 3/4
	C_{cr}	5 1/4	6 3/8	9	7 1/2	14 1/8	10 1/8	16 7/8	11 5/8	19 3/4	13 1/2	22 1/2	13 1/2	25 3/8	15 1/4	16 7/8	28 1/8	18 5/8	31	23 5/8
	C_{min}	1 3/4	1 3/4	1 3/4	1 3/4	1 3/4	1 3/4	1 3/4	1 3/4	1 3/4	1 3/4	1 3/4	2 3/4	2 3/4	2 3/4	2 3/4	2 3/4	2 3/4	2 3/4	2 3/4
	f_{cmin}	**0.50**	**0.50**	**0.59**	**0.50**	**0.64**	**0.50**	**0.57**	**0.50**	**0.52**	**0.50**	**0.47**	**0.50**	**0.47**	**0.58**	**0.58**	**0.51**	**0.58**	**0.51**	**0.58**
1 3/4		0.50	0.50	0.59	0.50	0.64	0.50	0.57	0.50	0.52	0.50	0.47								
2 3/4		0.64	0.61	0.65	0.59	0.67	0.56	0.60	0.55	0.55	0.54	0.50	0.50	0.47	0.58	0.58	0.51	0.58	0.51	0.58
3		0.68	0.64	0.66	0.61	0.68	0.57	0.61	0.56	0.55	0.55	0.50	0.51	0.48	0.59	0.59	0.51	0.59	0.51	0.59
4		0.82	0.74	0.72	0.70	0.71	0.63	0.63	0.61	0.58	0.60	0.53	0.56	0.50	0.62	0.62	0.53	0.61	0.53	0.61
5		0.96	0.85	0.77	0.78	0.73	0.69	0.66	0.66	0.61	0.64	0.55	0.60	0.52	0.66	0.65	0.55	0.64	0.55	0.63
6		1.00	0.96	0.83	0.87	0.76	0.75	0.69	0.72	0.63	0.68	0.58	0.65	0.55	0.69	0.68	0.57	0.67	0.57	0.65
7			1.00	0.89	0.96	0.79	0.81	0.72	0.77	0.66	0.72	0.60	0.70	0.57	0.72	0.71	0.59	0.69	0.58	0.67
8				0.94	1.00	0.82	0.87	0.75	0.82	0.69	0.77	0.63	0.74	0.59	0.76	0.74	0.61	0.72	0.60	0.69
9				1.00		0.85	0.93	0.78	0.87	0.71	0.81	0.66	0.79	0.62	0.79	0.77	0.63	0.75	0.62	0.71
10						0.88	0.99	0.80	0.92	0.74	0.85	0.68	0.84	0.64	0.82	0.80	0.65	0.77	0.64	0.73
12						0.94	1.00	0.86	1.00	0.79	0.94	0.73	0.93	0.69	0.89	0.86	0.69	0.82	0.67	0.77
14						1.00		0.92		0.85	1.00	0.78	1.00	0.73	0.96	0.91	0.73	0.88	0.71	0.81
16								0.98		0.90		0.83		0.78	1.00	0.97	0.77	0.93	0.74	0.85
18								1.00		0.95		0.89		0.83		1.00	0.80	0.98	0.77	0.89
20										1.00		0.94		0.87			0.84	1.00	0.81	0.93
22												0.99		0.92			0.88		0.84	0.97
24												1.00		0.97			0.92		0.88	1.00
26														1.00			0.96		0.91	
28																	1.00		0.95	
30																			0.98	
32																			1.00	

See notes below.

Edge Distance Shear (f_c)

Edge Dist. C_{act} (in.)	Dia.	3/8	1/2		5/8		3/4		7/8		1				1 1/8	1 1/4			
	Rebar			#4		#5		#6		#7		#8	#9				#10	#11	#14
	E	3 1/2	4 1/4	4 1/4	5	6	6 3/4	8 1/4	7 3/4	7 3/4	9	9	10 1/8	10 1/8	11 1/4	11 1/4	12 3/8	12 3/8
	C_{cr}	5 1/4	6 3/8	8	7 1/2	10	10 1/8	12	11 5/8	14	13 1/2	16	18	15 1/4	16 7/8	20	22	22
	C_{min}	1 3/4	1 3/4	1 3/4	1 3/4	1 3/4	1 3/4	1 3/4	1 3/4	1 3/4	1 3/4	1 3/4	2 3/4	2 3/4	2 3/4	2 3/4	2 3/4	2 3/4
	f_{cmin}	**0.29**	**0.20**	**0.16**	**0.13**	**0.10**	**0.13**	**0.10**	**0.13**	**0.09**	**0.08**	**0.08**	**0.08**	**0.14**	**0.14**	**0.14**	**0.14**	**0.14**
1 3/4		0.29	0.20	0.16	0.13	0.10	0.13	0.10	0.13	0.09	0.08	0.08						
2 3/4		0.49	0.37	0.29	0.28	0.21	0.23	0.19	0.22	0.16	0.16	0.14	0.08	0.14	0.14	0.14	0.14	0.14
3		0.54	0.42	0.33	0.32	0.24	0.26	0.21	0.24	0.18	0.18	0.16	0.10	0.16	0.16	0.15	0.15	0.15
4		0.75	0.59	0.46	0.47	0.35	0.36	0.30	0.33	0.26	0.26	0.23	0.16	0.23	0.22	0.20	0.20	0.20
5		0.95	0.76	0.60	0.62	0.45	0.47	0.39	0.42	0.33	0.33	0.29	0.22	0.29	0.28	0.25	0.24	0.24
6		1.00	0.94	0.73	0.77	0.56	0.57	0.47	0.50	0.41	0.41	0.35	0.28	0.36	0.34	0.30	0.29	0.29
7			1.00	0.87	0.92	0.67	0.68	0.56	0.59	0.48	0.49	0.42	0.34	0.43	0.40	0.35	0.33	0.33
8				1.00	1.00	0.78	0.78	0.65	0.68	0.55	0.57	0.48	0.40	0.50	0.46	0.40	0.37	0.37
9						0.89	0.88	0.74	0.77	0.63	0.65	0.55	0.46	0.57	0.52	0.45	0.42	0.42
10						1.00	0.99	0.82	0.86	0.70	0.73	0.61	0.52	0.64	0.58	0.50	0.46	0.46
11							1.00	0.91	0.94	0.78	0.80	0.68	0.58	0.71	0.64	0.55	0.51	0.51
12								1.00	1.00	0.85	0.88	0.74	0.64	0.78	0.70	0.60	0.55	0.55
13										0.93	0.96	0.81	0.70	0.85	0.76	0.65	0.60	0.60
14										1.00	1.00	0.87	0.76	0.91	0.82	0.70	0.64	0.64
15												0.94	0.82	0.98	0.89	0.75	0.69	0.69
16												1.00	0.88	1.00	0.95	0.80	0.73	0.73
18													1.00		1.00	0.90	0.82	0.82
20																1.00	0.91	0.91
22																	1.00	1.00

1. E = Embedment depth (inches).
2. C_{act} = actual edge distance at which anchor is installed (inches).
3. C_{cr} = critical edge distance for 100% load (inches).
4. C_{min} = minimum edge distance for reduced load (inches).
5. f_c = adjustment factor for allowable load at actual edge distance.
6. f_{ccr} = adjustment factor for allowable load at critical edge distance. f_{ccr} is always = 1.00.
7. f_{cmin} = adjustment factor for allowable load at minimum edge distance.
8. $f_c = f_{cmin} + [(1 - f_{cmin}) (C_{act} - C_{min}) / (C_{cr} - C_{min})]$.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

SIMPSON StrongTie ANCHOR SYSTEMS

Load-Adjustment Factors for ET Epoxy-Tie® Adhesive in Normal-Weight Concrete: Spacing, Tension and Shear Loads

How to use these charts:

1. The following tables are for reduced spacing.
2. Locate the anchor size to be used for either a tension and/or shear load application.
3. Locate the embedment (E) at which the anchor is to be installed.
4. Locate the spacing (S_{act}) at which the anchor is to be installed.
5. The load-adjustment factor (f_s) is the intersection of the row and column.
6. Multiply the allowable load by the applicable load-adjustment factor.
7. Reduction factors for multiple spacings are multiplied together.
8. Adjustment factors do not apply to allowable steel strength values.
9. Adjustment factors are to be applied to allowable Tension Load Based on Bond Strength values or allowable Shear Load Based on Concrete Edge Distance values only.

Spacing Tension (f_s)

*See page 10 for an explanation of the load table icons

S_{act} (in.)	Dia.	⅜	½		⅝		¾		⅞		1				1⅛	1¼				
	Rebar		#4		#5		#6		#7		#8		#9			#10		#11		#14
	E	3½	4¼	6	5	9⅜	6¾	11¼	7¾	13⅛	9	15	9	16⅞	10⅛	11¼	18¾	12⅜	20⅝	15¾
	S_{cr}	14	17	24	20	37½	27	45	31	52½	36	60	36	67½	40½	45	75	49½	82½	63
	S_{min}	1¾	2⅛	3	2½	4¾	3⅜	5⅝	3⅞	6⅝	4½	7½	4½	8½	5⅛	5⅝	9⅜	6¼	10⅜	7⅞
	f_{smin}	**0.89**	**0.89**	**0.89**	**0.89**	**0.89**	**0.89**	**0.89**	**0.89**	**0.89**	**0.89**	**0.89**	**0.89**	**0.89**	**0.89**	**0.89**	**0.89**	**0.89**	**0.89**	**0.89**
1¾		0.89																		
2		0.89																		
4		0.91	0.90	0.90	0.90		0.89		0.89											
6		0.93	0.92	0.91	0.91	0.89	0.90	0.89	0.90		0.90		0.90		0.89	0.89				
8		0.95	0.93	0.92	0.92	0.90	0.91	0.90	0.91	0.89	0.90	0.89	0.90		0.90	0.90		0.89		0.89
10		0.96	0.95	0.93	0.94	0.91	0.92	0.90	0.91	0.90	0.91	0.90	0.91	0.89	0.91	0.90	0.89	0.90		0.89
12		0.98	0.96	0.94	0.95	0.91	0.93	0.91	0.92	0.90	0.92	0.90	0.92	0.90	0.91	0.91	0.89	0.90	0.89	0.90
14		1.00	0.98	0.95	0.96	0.92	0.94	0.91	0.93	0.91	0.92	0.90	0.92	0.90	0.92	0.91	0.90	0.91	0.90	0.90
16			0.99	0.96	0.97	0.93	0.95	0.92	0.94	0.91	0.93	0.91	0.93	0.90	0.92	0.92	0.90	0.91	0.90	0.91
18			1.00	0.97	0.99	0.93	0.96	0.92	0.95	0.92	0.94	0.91	0.94	0.91	0.93	0.92	0.90	0.92	0.90	0.91
20				0.98	1.00	0.94	0.97	0.93	0.96	0.92	0.94	0.92	0.94	0.91	0.94	0.93	0.91	0.92	0.90	0.91
24				1.00		0.95	0.99	0.94	0.97	0.93	0.96	0.92	0.96	0.92	0.95	0.94	0.91	0.94	0.91	0.92
28						0.97	1.00	0.95	0.99	0.94	0.97	0.93	0.97	0.93	0.96	0.95	0.92	0.95	0.92	0.93
32						0.98		0.96	1.00	0.95	0.99	0.94	0.99	0.93	0.97	0.96	0.93	0.96	0.92	0.94
36						0.99		0.97		0.96	1.00	0.95	1.00	0.94	0.99	0.97	0.93	0.97	0.93	0.95
40						1.00		0.98		0.97		0.96		0.95	1.00	0.99	0.94	0.98	0.94	0.95
45								1.00		0.98		0.97		0.96		1.00	0.95	0.99	0.94	0.96
50										0.99		0.98		0.97			0.96	1.00	0.95	0.97
55										1.00		0.99		0.98			0.97		0.96	0.98
60												1.00		0.99			0.97		0.97	0.99
65														1.00			0.98		0.97	1.00
70																	0.99		0.98	
75																	1.00		0.99	
82½																			1.00	

See Notes Below

Spacing Shear (f_s)

*See page 10 for an explanation of the load table icons

S_{act} (in.)	Dia.	⅜	½	⅝	¾	⅞	1	1⅛	1¼		
	Rebar		#4	#5	#6	#7	#8	#9	#10	#11	#14
	E	3½	4¼	5	6¾	7¾	9	10⅛	11¼	12⅜	12⅜
	S_{cr}	5¼	6⅜	7½	10⅛	11⅝	13½	15¼	16⅞	18⅝	18⅝
	S_{min}	1¾	2⅛	2½	3⅜	3⅞	4½	5⅛	5⅝	6¼	6¼
	f_{smin}	**0.83**	**0.83**	**0.83**	**0.83**	**0.83**	**0.83**	**0.83**	**0.83**	**0.83**	**0.83**
1¾		0.83									
2		0.84									
3		0.89	0.87	0.85							
4		0.94	0.91	0.88	0.85	0.83					
5		0.99	0.95	0.92	0.87	0.85	0.84				
6		1.00	0.99	0.95	0.90	0.88	0.86	0.84	0.84		
7			1.00	0.98	0.92	0.90	0.88	0.86	0.85	0.84	0.84
8				1.00	0.95	0.92	0.90	0.88	0.87	0.85	0.85
9					0.97	0.94	0.92	0.90	0.88	0.87	0.87
10					1.00	0.96	0.93	0.91	0.90	0.88	0.88
12						1.00	0.97	0.95	0.93	0.91	0.91
14							1.00	0.98	0.96	0.94	0.94
16								1.00	0.99	0.96	0.96
18									1.00	0.99	0.99
20										1.00	1.00

1. E = Embedment depth (inches).
2. S_{act} = actual spacing distance at which anchors are installed (inches).
3. S_{cr} = critical spacing distance for 100% load (inches).
4. S_{min} = minimum spacing distance for reduced load (inches).
5. f_s = adjustment factor for allowable load at actual spacing distance.
6. f_{scr} = adjustment factor for allowable load at critical spacing distance. f_{scr} is always = 1.00.
7. f_{smin} = adjustment factor for allowable load at minimum spacing distance.
8. $f_s = f_{smin} + [(1 - f_{smin}) (S_{act} - S_{min}) / (S_{cr} - S_{min})]$.

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Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

SUBMITTAL DATA
STAINLESS STEEL
FLOAT BRACKET

ISSUED: 11/2010 Rev: B

[ ] Engineer [ ] APPROVEI

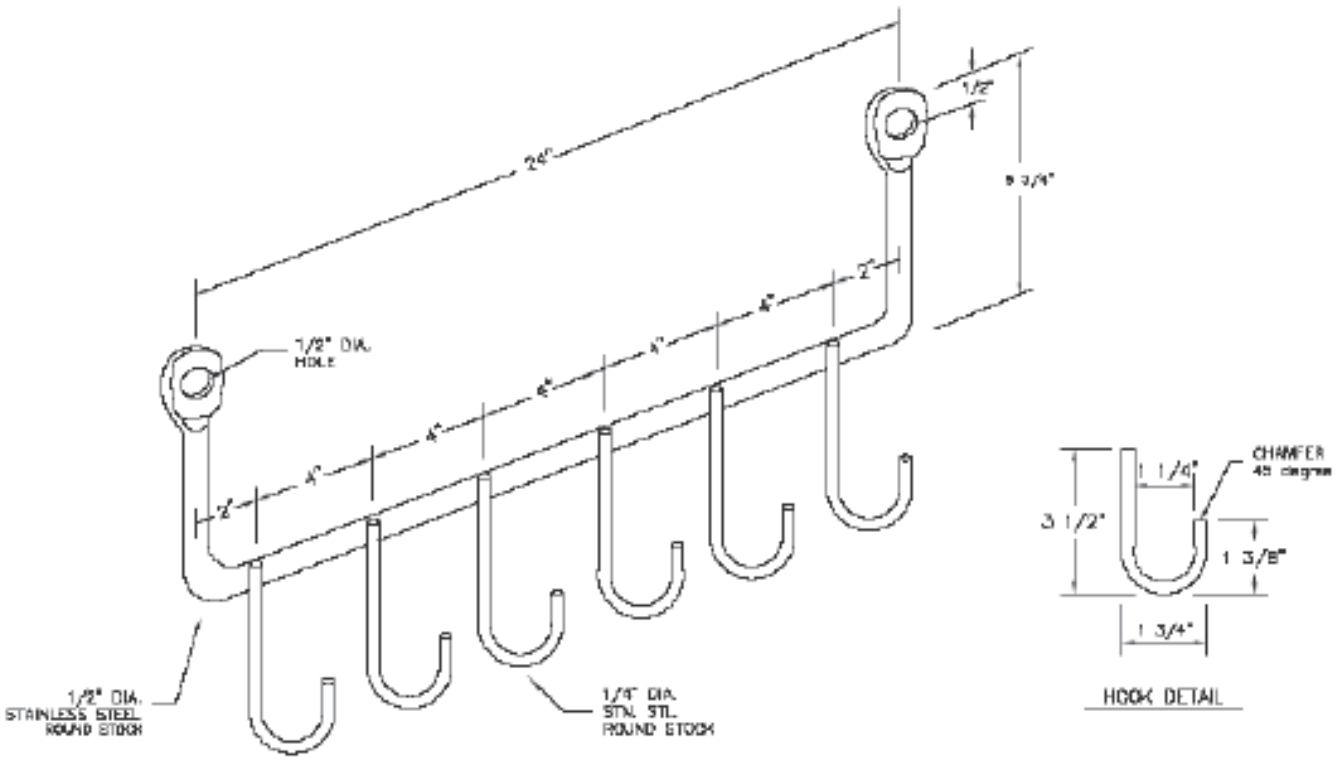
[ ] CUSTOMER [ ] REJECTEI

A.S.T.M. A276-03, Standard specification for stainless steel bars and shapes.

[ ] Type 316 chromium-nickel stainless steel with molybdenum added to increase corrosion resistance and mechanical properties at elevated temperatures. It also resists the corrosive effects of sulfates, phosphates, and other salts as well as sulfuric, sulfurous, and phosphoric.
Nominal Composition Percentages % : C=0.08, Mn=2.00, Si=1.00, Cr=16.0-18.0, Ni=10.0-14.0, P=0.045, S=0.03

Notes: 1.) ABS Stainless Steel fabricated products are made using a combination of ARC / MIG welding. A 40 ton press for making holes. The edges and ends are ground for safety.

HSI P/N: 82036159



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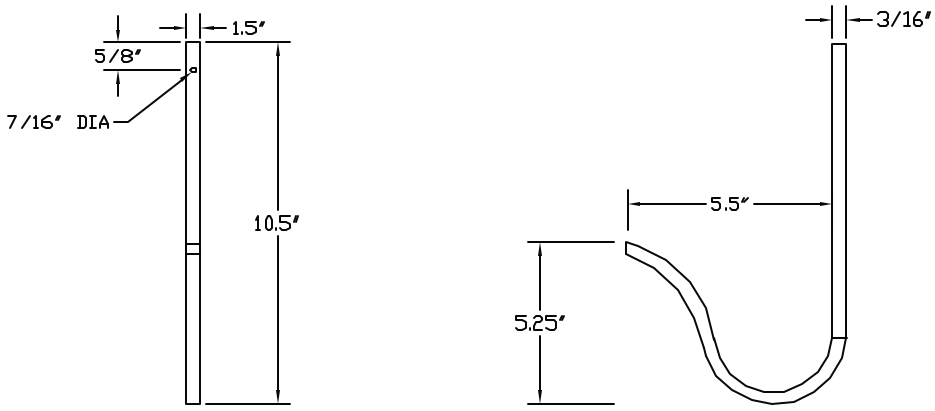
Hydra Service, Inc.
SPECIALIST IN FLUID MOVEMENT

www.hydraservice.net

HSI
250 SPRINGVIEW COMMERCE DR.
DEBARY, FLORIDA 32713
PH (800) 323-1731 / (407) 330-3456 / (407) 330-3404

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

111 Maritime Drive
Sanford, Florida 32771
Phone: (800) 323-1731
Phone: (407) 330-3456
Fax: (407) 330-3404
www.hydraservice.net



HSI P/N: 82046154

SERIES J

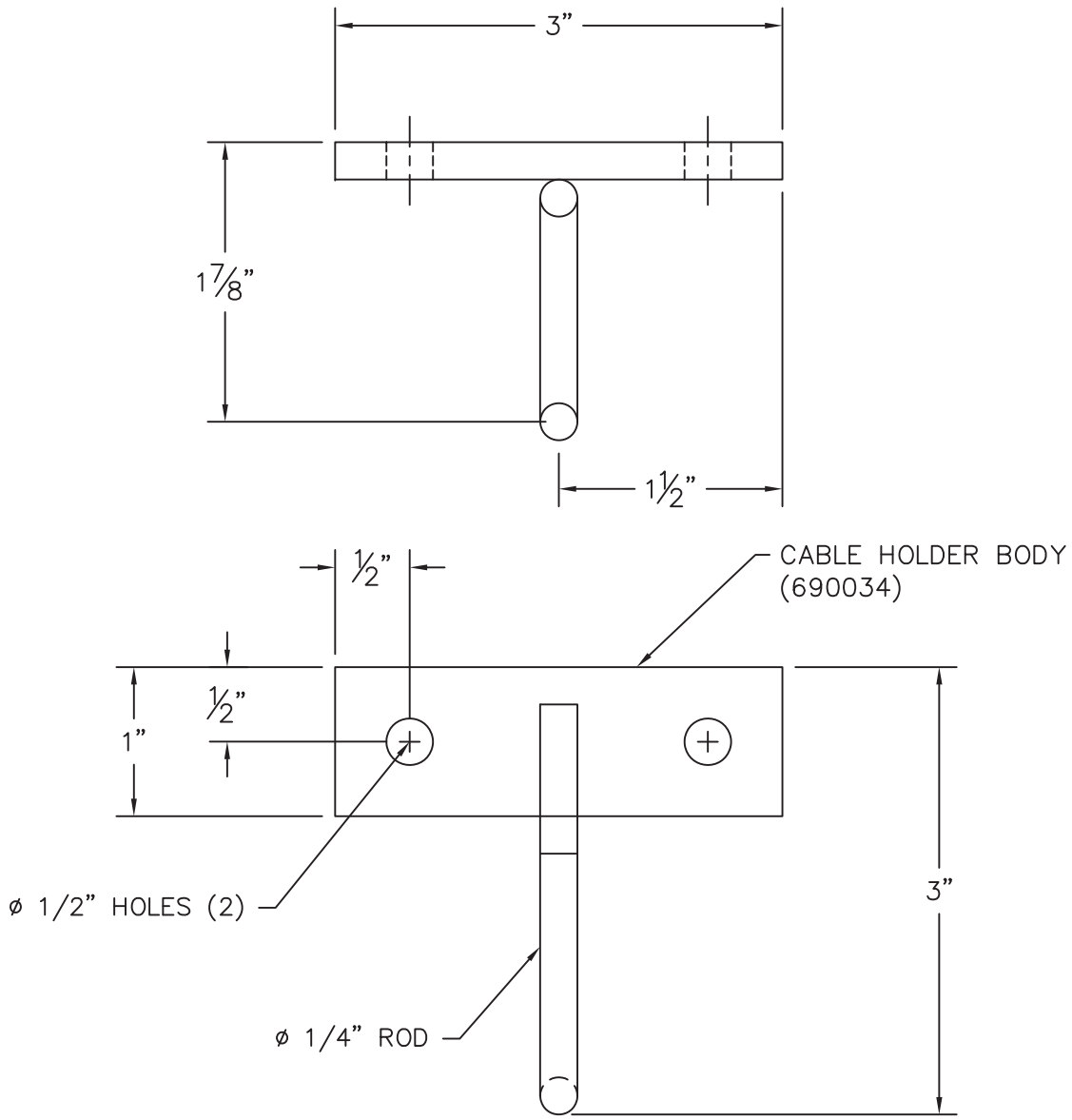
STANDARD FEATURES:

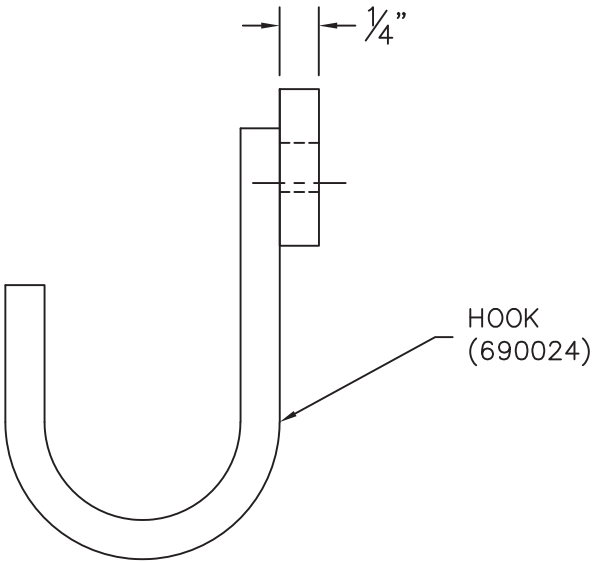
STAINLESS STEEL
TYPE 316

WALL OR ACCESS
FRAME MOUNTING

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

P/N 82047707





HALLIDAY PRODUCTS ORLANDO FL.		
SCALE 1:1.25 DATE 8/11/22	SINGLE CABLE HOOK ASSEMBLY	QTY. 1 DOC. NO. Q43110

SUBMITTAL DATA
STAINLESS STEEL CHAIN

ISSUED: 01/21/2011 R

[ ] Engineer [ ] APPROVED

[ ] CUSTOMER [ ] REJECTED

☐ **Type 304** welded steel chain is a general purpose, rustproof product for ordinary wastewater applications not requiring high strength or extremely corrosive environments.

☒ **Type 316** welded steel chain is a rugged, highly corrosion resistant stainless used in chemical, water, and wastewater plants worldwide.

TRADE SIZE & TYPE 5/16" 316SS Chain - 82047058

Chain Length, (ft) 25'

TRADE SIZE - MAX PUMP WEIGHT

INCHES -	LIMIT (lbs.)	- MATERIAL DIA.	- INSIDE LGTH.	- INSIDE WIDTH -	WT./100'FT
3/16"	450	.217	.980	.300	38 #
1/4"	725	.275	1.240	.380	61 #
5/16"	1100	.330	1.290	.440	84 #
3/8"	1500	.394	1.380	.550	140 #
1/2"	2300	.512	1.790	.720	234 #
5/8"	4000	.630	2.200	.790	358 #

DO NOT USE FOR OVERHEAD LIFTING

*SAFETY FACTOR with aluminum of 1.5X has been used to size chain all attaching pieces and section``s (loops,shackles, links,etc) must also be properly sized with a minimum safety factor of 1.5x - 3x the lifting weight

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DEBARY, FLORIDA 32713
PH: (800) 323-1731 / PH: (407) 330-3456 / PH: (407) 330-3404
www.hydraservice.net

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

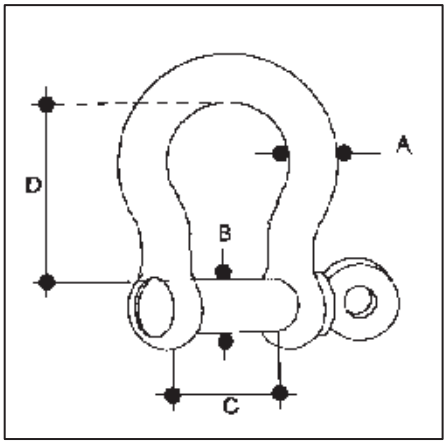
SUBMITTAL DATA SHEET
SHACKLE LOADS

SHACKLE LOADS

Shackle Loads

STAINLESS STEEL TYPE 316 (316SS) — **ANCHOR SHACKLE**

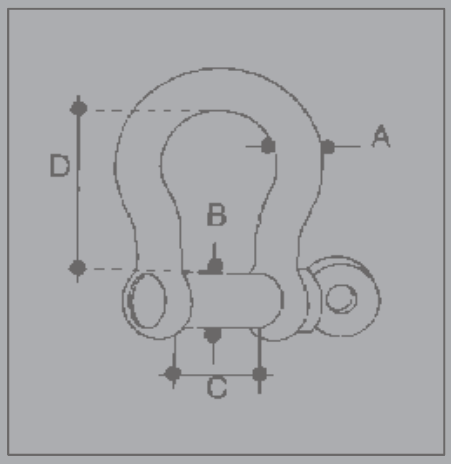
A (SIZE)	B	C	D	SWL (lb)	WT(lb)
3/16"	1/4"	3/8"	7/8"	650	0.06
1/4"	5/16"	15/32"	1-1/16"	1000	0.12
5/16"	3/8"	1/2"	1-1/4"	1500	0.20
3/8"	7/16"	5/8"	1-7/16"	2000	0.30
7/16"	1/2"	3/4"	1-5/8"	3000	0.45
1/2"	5/8"	7/8"	1-7/8"	4000	0.70
5/8"	3/4"	1-1/16"	2-5/16"	6500	1.30
3/4"	7/8"	1-3/16"	2-7/8"	9500	2.30
7/8"	1"	1-1/2"	3-7/16"	12000	3.40
1"	1-1/8"	1-5/8"	3-3/4"	14000	4.80



DIMENSIONS MEET FED.SPEC.:RR-C-271D, TYPE IV A, CLASS 3

STAINLESS STEEL TYPE 304 — **BOW SHACKLE**

A (SIZE)	B	C	D	SWL (lb)	WT(lb)
3/16"	3/16"	13/32"	11/16"	520	0.04
1/4"	1/4"	15/32"	13/16"	750	0.06
5/16"	5/16"	5/8"	1-1/8"	1300	0.12
3/8"	3/8"	3/4"	1-3/8"	1750	0.25
7/16"	7/16"	15/16"	1-5/8"	2500	0.45
1/2"	1/2"	1"	1-3/4"	2850	0.56
5/8"	5/8"	1-1/4"	2-3/16"	4500	1.00
3/4"	3/4"	1-1/2"	2-5/8"	6800	1.68
7/8"	7/8"	1-3/4"	3"	8000	2.52
1"	1"	2"	3-3/8"	12000	3.80



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SPECIALIST IN FLUID MOVEMENT
HYDRA SERVICE (S) INC.
.
111 MARITIME DRIVE
SANFORD, FLORIDA 32771
PH: (800) 323-1731 / (407) 330-3456 **FAX:** (407) 330-3404
www.hydraservice.net

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

SUBMITTAL DATA SHEET
FLOAT SWITCHES

ISSUED	SECTION	PAGE
11/2010	A	1

GENERAL DESCRIPTION:

The Roto-Float is a direct acting float switch. Each Roto-Float contains a single pole mercury switch which actuates when the longitudinal axis of the float is horizontal, and deactivates when the liquid falls 1" below the actuation elevation.

The float is a chemical resistant polypropylene casing with a firmly bonded electrical cable protruding. One end of the cable is permanently connected to the glass enclosed mercury switch and the entire assembly is encapsulated to form a completely water tight and impact resistant unit.

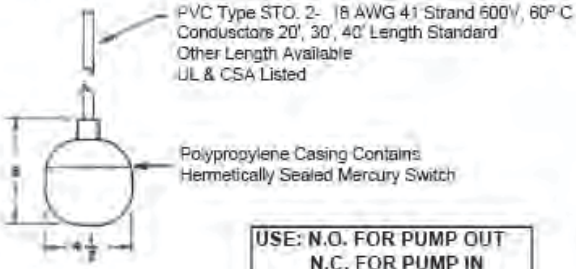
Roto-Floats can be mounted on a support pipe, {Type P}, or Suspended from above {Type S}. Advantages of the Roto-Float are low cost, simplicity and reliability. Various circuit configurations:

THIS PROJECT WILL BE PROVIDED WITH THE FOLLOWING TYPE:

TYPE S - SUSPENDED W / INTERNAL WEIGHT

40 ft, Float switch - 82046995

SPECIFICATIONS:



* UL Listed, Industrial Control Equipment
  - Pilot Duty
  - 4.5 Amps - 120 VAC
  - 2.25 Amps - 240 VAC
* Float Color
  - N.O. - Black
  - N.C. - Red
* Mounting Arrangement
  - Type P - Pipe Mounted (includes poly clamp)
  - Type S - Suspended w / internal weight

CABLE LENGTH	MODEL NO.#	N.O. SHIP WT.#	MODEL NO.#	N.C. SHIP WT.#
20'	S20NO	4 #	P20NO	2 #
30'	S30NO	4.5 #	P30NO	2.75 #
40'	S40NO	5.25 #	P40NO	3.5 #
50'	S50NO	6.75 #	P50NO	4.25 #
60'	S60NO	8.0 #	P60NO	5.0 #
20'	S20NC	4 #	P20NC	2 #
30'	S30NC	4.5 #	P30NC	2.75 #
40'	S40NC	5.25 #	P40NC	3.5 #
50'	S50NC	6.75 #	P50NC	4.25 #

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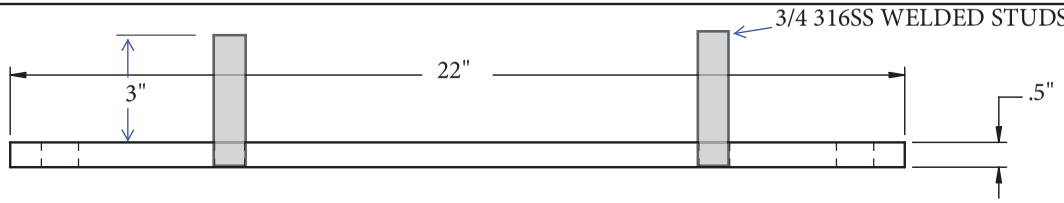
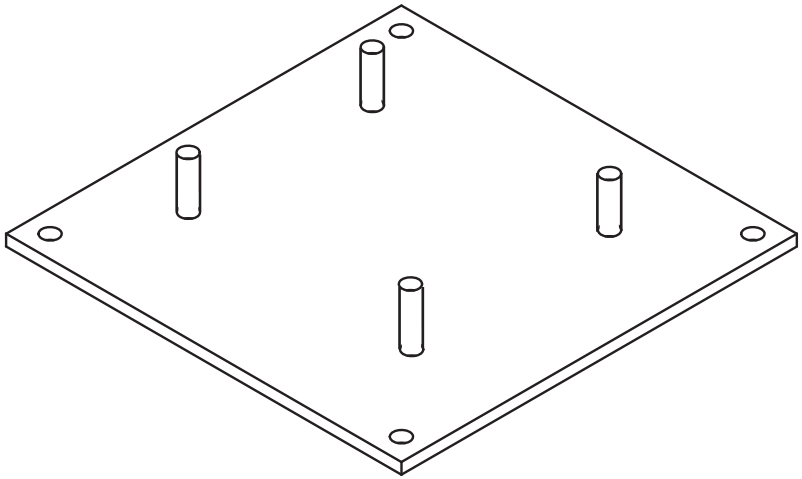
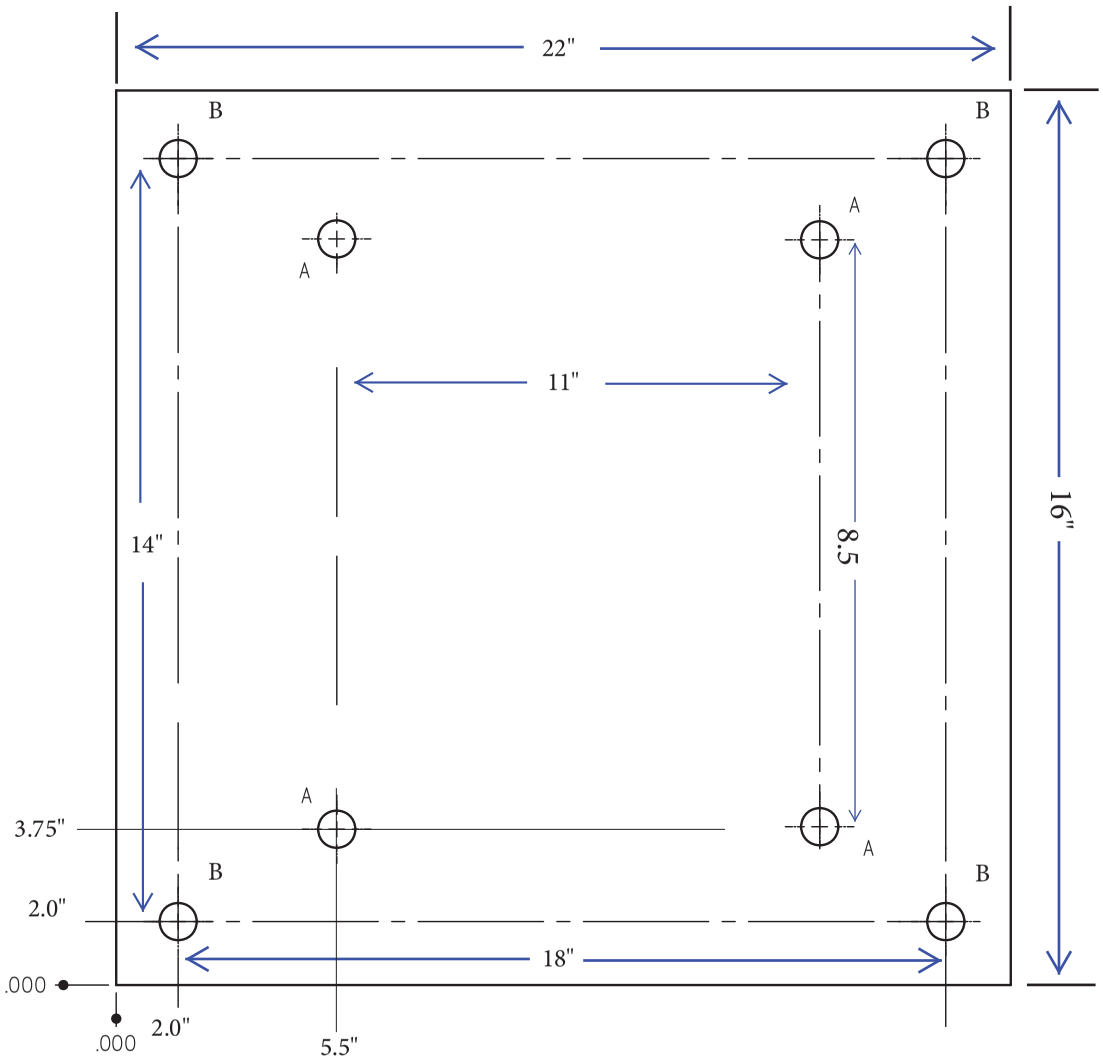
250 SPRINGVIEW COMMERCE DR.
DEBARY, FLORIDA 32713
PH (800) 323-1731 / (407) 330-3456 / (407) 330-3404

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))







* FOR USE WITH GUIDE RAIL ASSEMBLY
62325027 6" DUAL RAIL

Hole Table		
Hole	Size	Count
A	.750	4
B	.875	4

Notes:
1. 316 Stainless Steel Material
2. Remove All Burs, Sharp Edges, and Debris

STANDARD TOLERANCES (UNLESS OTHERWISE SPECIFIED)				
±1/64	±1/64	±1/2°	±.0	±.005
WHOLE NO.	FRACTIONS	ANGLES	2 PLACE DEC.	3 PLACE DEC.

UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS ARE IN INCHES	DATE: 1/19/23	MATERIAL: 316 SS	WEIGHT:
HSI	TITLE: 6 INCH Dual GRA - 316SS BASE PLATE		SCALE: NTS
	DRW. BY: TW		SHEET 1 OF 1
	APP. BY: TW	DWG NO 82047716	REV. A

ABS PUMPS, INC. 111 MARITIME DR. SANFORD, FL 32771 (407)330-3456 FAX(407)330

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

SULZER

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

Scope

Furnish Sulzer RW 200 series submersible direct drive mixer(s). Each mixer shall be equipped with a submersible electric motor that is an integral part of the drive unit. The mixer motor shall be equipped with a power/control cable sized in accordance with NEC standards. Each mixer shall be furnished with the accessories necessary for a complete installation.

Typical accessories include a lifting cable, a hoist of sufficient capacity to permit raising and lowering of the mixer, a power cable support system with a stainless steel Kellems grip strain relief and sway clamps every 5 feet to relieve power cable strain, and a mounting system specifically designed for the mixer that supports all loads produced by the mixer, while providing easy installation and removal without emptying the tank contents or entering the tank.

Design

The mixer(s) shall be able to be easily raised, lowered, and removed for inspection or service without the need for personnel to enter the mixing vessel.

Construction

Each mixer shall be of the close-coupled submersible type design. All components of the mixer, including the motor, shall be capable of continuous operation under water without loss of watertight integrity to a depth of 65 feet (20m). In addition, all components of the mixer shall be capable of operation in air, completely unsubmerged for at least two (2) hours.

All exposed hardware shall be stainless steel, 1.4401 (ASTM A276, Type 316). All surfaces coming into contact with the mixing liquid, other than stainless steel, shall be protected with a two-part epoxy coating.

Propeller: The propeller shall be of cast iron, EN-GJL-250 (ASTM A48, Class 35B), and shall be of self-cleaning backward curved design, preventing material build-up on the blades, that decreases mixer performance and increases vibration. The propeller shall be manufactured as such that undue vibration or other unsatisfactory characteristics will not result when the mixer is operating.

The propeller shall have a slip fit onto the motor shaft with a 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 propeller bolt shall be effectively recessed within the propeller bore to prevent disruption of the flow stream and loss of hydraulic efficiency. The propeller shall be capable of handling solids, fibrous materials, sludge, and other matter normally found in screened sewage, water, and wastewater applications.

Shaft Seal: The mixer shall be provided with a double seal system consisting of one (1) outboard mechanical seal and one (1) radial shaft seal in tandem on the innermost side, separated by an oil chamber. The outboard mechanical seal faces shall be industrial duty silicon carbide and 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. The seal system shall not rely upon the mixed media for lubrication and shall not be damaged when the mixer 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.

Mechanical Seal Protection System: The mixer shall be equipped with a solids deflection ring to prevent seal failure due to interference from solids contained in the mixed liquid and to minimize solids that come into contact with the seals. Submersible mixer designs which do not incorporate a solids deflection ring to protect the primary mechanical seal shall not be considered acceptable for wastewater service.

Oil Chambers: The mixer shall have an oil chamber located between the outer mechanical seal and the inner lip seal. The oil chamber shall hold a sufficient quantity of oil to provide lubrication and cooling for the shaft seals. The oil shall also act as a sensing medium for the seal monitoring system to detect the presence of moisture.

Motor Shaft: The shaft shall be stainless steel, 1.4021 (ASTM A276, Type 420), and designed to resist the maximum forces generated by the mixer. The mixer shaft shall have machined shoulders to permit exact bearing, seals and propeller placement. Carbon steel, chrome plated shafts shall not be considered adequate or equal.

Bearings: The mixer shall rotate on two (2) high quality, permanently lubricated bearings. Bearings shall be of single row, deep grooved design and sized to transfer all radial and axial loads to the mixer housing and minimize shaft deflection for increased bearing and seal life. Bearings shall be lubricated for life and maintenance free.

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.

Elastomers: All mating part surfaces of the mixer shall be machined and fitted with static, Nitrile rubber O-rings to provide watertight sealing. Mating surfaces shall be designed to provide watertight seals when metal-to-metal contact is made, resulting in controlled compression of the O-rings without special torque requirements. No secondary sealing compounds, rectangular gaskets, elliptical O-rings, grease or other devices shall be used.

Cable Entry: The cable entry shall be an integral part of the motor. Cable sealing shall be accomplished by a Nitrile (Buna-N) compression o-ring or grommet. This will provide a leak proof, water tight seal at the cable entrance without the need for specific torque requirements.

Liquid Ingress Monitoring System: A system shall be supplied to detect liquid ingress in the unit. The sensor shall be located in the seal oil chamber.

Electric Motor: The electric motor shall meet efficiency standards in accordance with IEC 60034-30. 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.

The motor shall be of the squirrel-cage induction design, NEMA type B, with a NEMA Class B temperature rise and shall have an IP68 protection rating for continuous submerged operation underwater to a depth of 20 meters (65 feet). The copper stator windings shall be insulated with moisture resistant Class F insulation materials, rated for 155°C (311°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 and be capable of handling up to 15 evenly spaced starts per hour without overheating. The maximum continuous temperature of the mixed liquid shall be 40°C (104°F). The service factor (as defined by the NEMA MG1 standard) shall be 1.0. The motor shall have a voltage tolerance of +/- 10% from nominal, and a phase-to-phase voltage imbalance tolerance of 1%. Mixers with an optional explosion-proof design shall be FM and CSA approved for use in NEC Class 1, Division 1, Groups C & D hazardous locations. The surface temperature rating shall be T3C.

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 +/- 5°C (284°F). They shall be connected to the control panel, and used in conjunction with, and supplemental to, external motor overload protection.

Seal Failure Early Warning System: The integrity of the mechanical seal system shall be continuously monitored during mixing operation and standby time.

An electrical probe shall be provided in a sensing chamber positioned between the mechanical seal and lip seal 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 mixer 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 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 mixer shut down. This system shall provide an early warning of mechanical seal leakage, thereby preventing damage to the submersible mixer, 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 seals are not considered to be early warning systems and shall not be considered equal.

Inspection

The following inspections shall be performed as a routine quality check on each mixer prior to shipment from the factory:

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

SULZER

1. Propeller size, motor rating, voltage, phase and frequency will be checked for compliance with customer purchase order and specifications.
2. Motor and power cable shall be checked before submergence for insulation defects and moisture content.
3. Pressurize the motor with dry air and check for leaks at all joints and seals.
4. Before submergence run the mixer to check for correct rotation and ensure mechanical integrity.
5. The mixer shall be submerged in a tank containing water on a guide tube assembly and run completely submerged to check amp readings under load.
6. Motor and power cable shall be checked after submergence for insulation defects and moisture content after the mixer is removed from the tank.

A quality control check sheet showing that the above has been accomplished shall be completed and kept on file for each mixer.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

Submersible Mixer Type ABS R

RW 200 | 7.9” Propeller, Direct Drive, 4 Pole, 3-Phase, 60

Submersible Motor Specifications

Motor Design		NEMA design B, squirrel cage induction
Motor Type		Fully enclosed submersible, IP68 protection rating
Motor Efficiency Standard and Rating		IEC 60034-30
Motor Efficiency Test Protocol		IEC 60034-2-1
Insulation Material		Class F, 155ºC (311ºF), copper windings
Motor Filling Medium		Air
Temperature Rise		Class B
Maximum Fluid Temperature		40ºC (104ºF) continuous
Motor Protection	**Thermal**	Normally closed bimetallic switch in each phase, connected in series, 140ºC (284ºF) +/- 5ºC (41ºF) opening temperature
	Leakage	Moisture detection probe in seal sensing chamber (for use with appropriate relay)
Seal Sensing Chamber Filling Medium		Non-toxic, white mineral oil
Bearings	**Inner**	1 x Single row deep groove ball bearing, permanently lubricated
	Outer	1 x Single row deep groove ball bearing, permanently lubricated
Motor Starter Types		Suitable for use with direct-on-line (DOL), electronic soft starters, and PWM type Variable Frequency Drives [1]
Maximum Starts per Hour		15 evenly spaced w/ DOL and soft starters; N/A with PWM type VFDs
Inverter Duty Rating		Motors meet NEMA MG1, part 31 requirements
Maximum Submergence		20 meters (65 feet)
Available Voltages		~~208, 230~~, 460, ~~575~~
Voltage Tolerance from Rated		+/-10%
Agency Approvals	**STD**	CSA
	OPT	Factory Mutual (FM)
Explosion Proof Rating	**OPT**	NEC 500 Class 1, Division 1, Group C & D, Class T3C max surface temp

[1] Output filters may be required on VFDs. See document **DS-E00-001** for details.

The picture above may differ from the actual product.
For illustrative purposes only.

Motor Ratings

Motor Model	Input Power (P1)	Rated Power Output (P2)	Nominal RPM	Rated Voltage	Full Load Amps	Locked Rotor Amps	NEMA Code Letter	NEMA Service Factor	Motor Efficiency at % Load			Power Factor at % Load		
									100	75	50	100	75	50
S 16/4	2.2 kW	1.6 kW 2.1 HP	1750	208 230 460 575	8.0 7.2 3.6 2.9	25 23 11 9	D	1.0	71.5	75.0	73.7	.780	.700	.570
S 28/4	3.6 kW	2.8 kW 3.8 HP	1750	~~208~~ ~~230~~ 460 ~~575~~	~~12.1~~ ~~10.9~~ 5.5 ~~4.4~~	~~43~~ ~~36~~ 18 ~~15~~	C	1.0	77.8	80.6	81.7	.826	.766	.632

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

Cable Data

	Motor	Motor Voltage	Cable Qty	Cable Type	Cable Nominal Outside Diameter +/- .5mm (.02”) Power	Ground
Power Cable	S 16/4	208	1	SOOW 14/7	17.6mm (0.69")	Integrated w/ Power
		230	1	SOOW 14/7	17.6mm (0.69")	Integrated w/ Power
		460	1	SOOW 14/7	17.6mm (0.69")	Integrated w/ Power
		575	1	SOOW 14/7	17.6mm (0.69")	Integrated w/ Power
	S 28/4	208	1	SOOW 14/7	17.6mm (0.69")	Integrated w/ Power
		230	1	SOOW 14/7	17.6mm (0.69")	Integrated w/ Power
		460	1	SOOW 14/7	17.6mm (0.69")	Integrated w/ Power
		575	1	SOOW 14/7	17.6mm (0.69")	Integrated w/ Power

	Motor Monitoring Type [5]	Cable Qty	Cable Type	Cable Nominal Outside Diameter +/- .5mm (.02”)
Control Cable	Std monitoring	N/A	Integrated w/ Power	Integrated w/ Power
Cable Length	Standard: 10m (32 feet)	Optional: 20m (65 feet), Consult Factory for longer lengths		

[5] See motor protection on page 1.

Hydraulic Data

Type	Propeller, backswept design, 2-vane	
Model	2022	2821
Propeller Diameter, mm (in.)	200 (7.9)	250 (9.8)
Propeller Nominal Speed, RPM	1750	1750
Propeller Vane Quantity	2	2
Propeller Pitch, degrees	16	16
Capacity, m³/h (GPM) [6]	0.09 (1,400)	0.15 (2,400)
Power, Pp, kW (HP) [7]	1.2 (1.6)	2.4 (3.2)

[6] Flow rate in clean water at 20°C (68°F). [7] Power in clean water at 20°C (68°F).

Materials of Construction

	EC (Standard Construction)
Power Cable	Chlorinated Polyethylene (CPE)
Mounting Coupling	Stainless Steel 1.4401 (ASTM A276, Type 316)
Cable Connection Chamber	Cast Iron EN-GJL-250 (ASTM A48, Class 35B)
Motor Housing	Cast Iron EN-GJL-250 (ASTM A48, Class 35B)
Seal Housing	Cast Iron EN-GJL-250 (ASTM A48, Class 35B)
Motor Shaft	Stainless Steel 1.4021 (ASTM A276, Type 420)
Propeller Shaft	Integrated with Motor Shaft
Propeller	Cast Iron EN-GJL-250 (ASTM A48, Class 35B)
Solids Deflection Ring	Nitrile Rubber (NBR / Buna-N)
External Hardware	Stainless Steel 1.4401 (AISI 316)
O-Rings and Cable Glands	Nitrile Rubber (NBR / Buna-N)
Mechanical Seals Outer	Silicon Carbide / Silicon Carbide, Nitrile, 316 SS
Outer Bearing Lip Seal	Nitrile Rubber (NBR / Buna-N)
Coating/Protection	Two-part epoxy, blue, 120µm (4.7 mil) DFT *Optional: Two-part epoxy, blue, 400 µm (15.7 mil)*

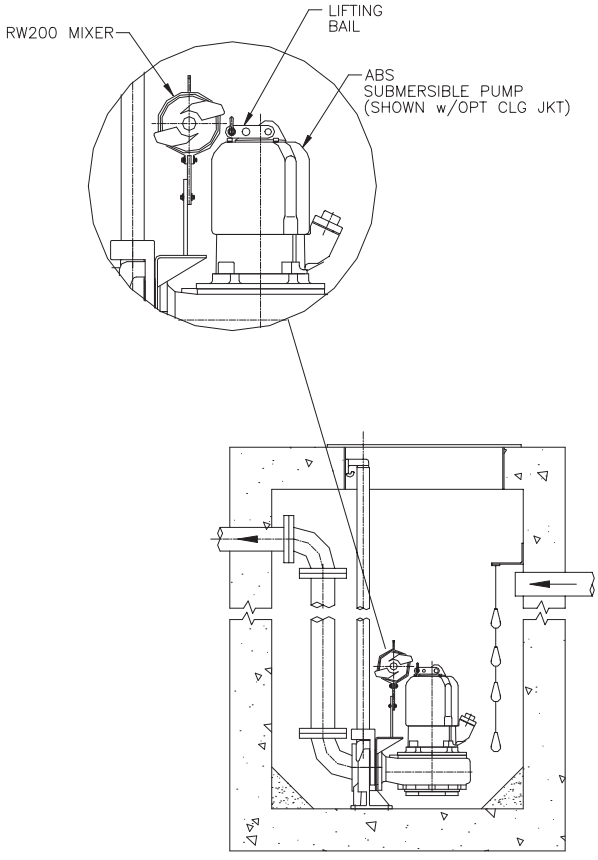
General Data (Standard Materials of Construction & Cable Length)

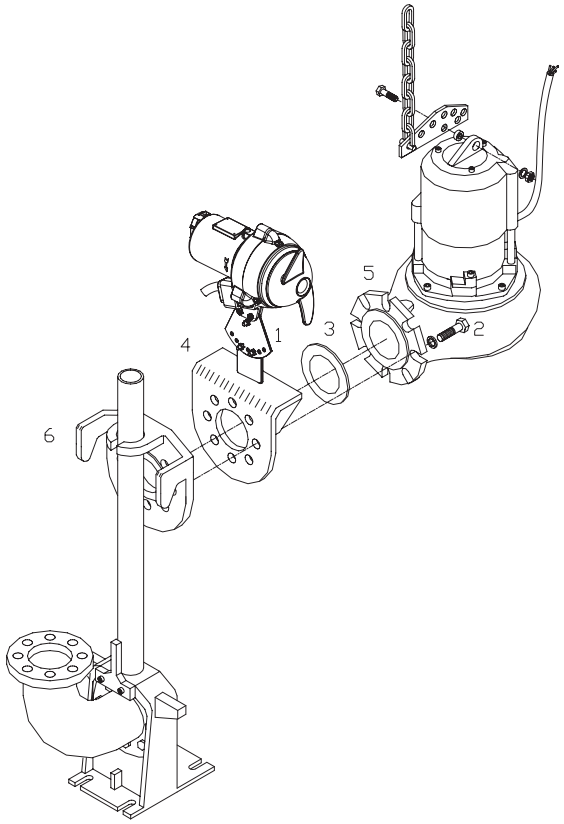
	S 16/4	S 28/4
≈ Mixer Weight, kg (lbs)	26 (57)	32 (71)
Mounting Coupling Size	1.5” FNPT	

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

SUBMERSIBLE PUMP INSTALLATION

The stainless steel mixer adapter bracket (Item 4) attaches the RW200 mixer to the pump between the pump discharge flange (Item 5) and pump guide bracket (Item 6). An adjustable lifting bail balances weight distribution when the pump/mixer assembly is raised and lowered on the guide rail.





ITEM #	DESCRIPTION
1	RW 200 MIXER BRACKET
2	HEX HEAD BOLT & WASHER
3	FLAT RUBBER GASKET
4	MIXER ADAPTER BRACKET
5	PUMP DISCHARGE FLANGE
6	GUIDE BRACKET w/PROFILE GSKT

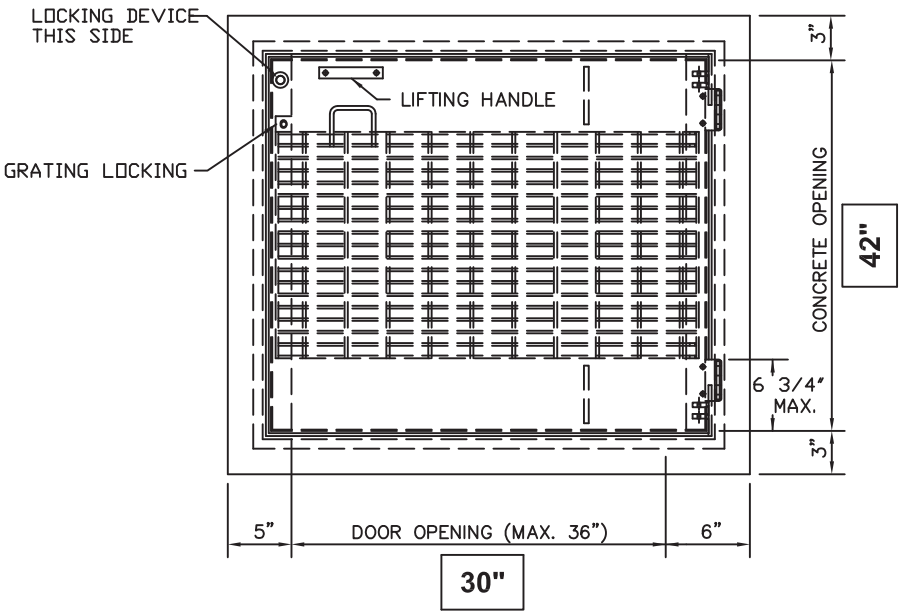
NOTE: Consult ABS for pump sizes and specific models available for XRW210 guide rail mounting.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

HALLIDAY PRODUCTS, INC.
ORLANDO, FL
http://www.hallidayproducts.com

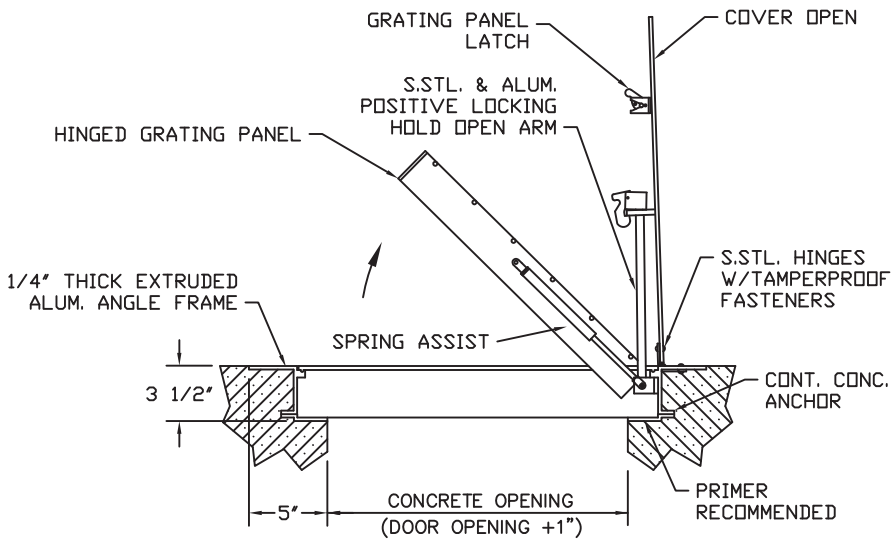
HALLIDAY PRODUCTS

MODEL NO. H1R030042CBBP–
QUANTITY: 3
DOCUMENT NO. Q55605
DATE: 9/22/23
LOCATION/TAG: HOLLY HILL LS4



STANDARD FEATURES:

1/4 ALUMINUM TREAD PLATE COVER
1/4 THICK ALUM. ANGLE FRAME EXTRUSION
T-316 STAINLESS STEEL HARDWARE
S.STL. & ALUM. HOLD OPEN ARM
S.STL. SLAM LOCK W/ KEY
RECESSED LIFT HANDLE (S)
SPRING ASSIST (GRATING PANEL ONLY)
HINGED AND LOCKABLE PROTECTIVE
GRATING PANEL (POWDER COATED,
SAFETY ORANGE COLOR)
LIFETIME GUARANTEE
H-20 LOAD RATING



SECTION

OPTIONS/FEATURES:

	PADLOCK BAR
	RECESSED LOCK BOX
	KEYED CYLINDER LOCK
	EPDM GASKET/CUSHION
X	BITUMINOUS COATING
	PVC PROTECTIVE FILM
	SLAB SKIRT HEIGHT (INCLUDING FRAMI
	CLEAR ANODIZED FINISH
	SAFETY CHAIN WITH POSTS
	SAFETY CABLE WITH POSTS
	3" INSULATION W/ CAPTIVE PAN
	NUTRAIL - SPECIFY LENGTH & LOCATIC
	RETRO-GRATE (SEE ATTACHED DETAIL
	BOLT DOWN COVER
	INSPECTION DOOR
	MODULAR DESIGN
	MISCELLANEOUS

NOTES:

1) SUITABLE FOR USE IN OFF STREET LOCATION WHERE NOT SUBJECTED TO TRAFFIC.

2) PROVIDE A FULL BED OF CLASS "A" CONCRETE UNDER FRAME AND SUPPORT ANGLES.

NOTE: STANDARD PRODUCT WARRANTY DOES NOT COVER CORROSION FROM CHLORINE CONTACT.

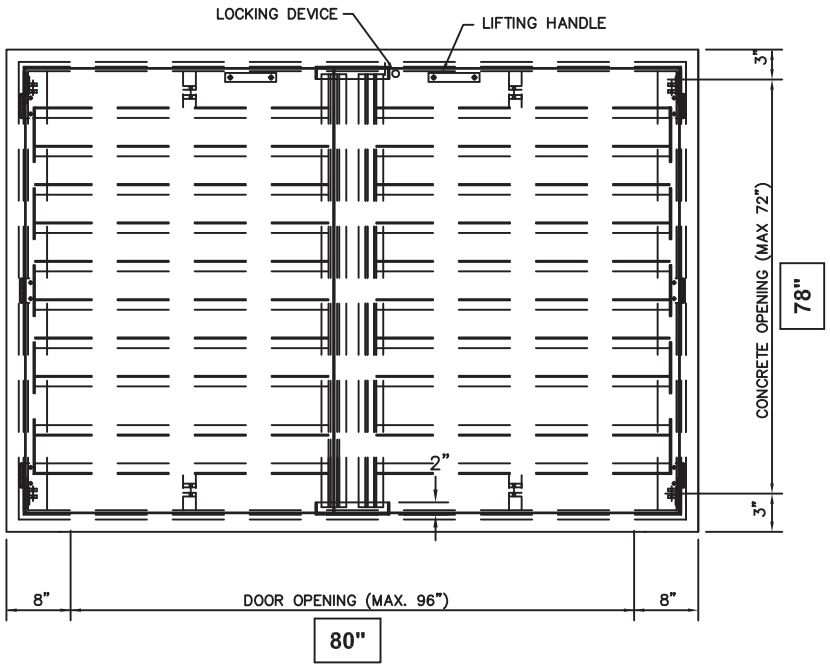
Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

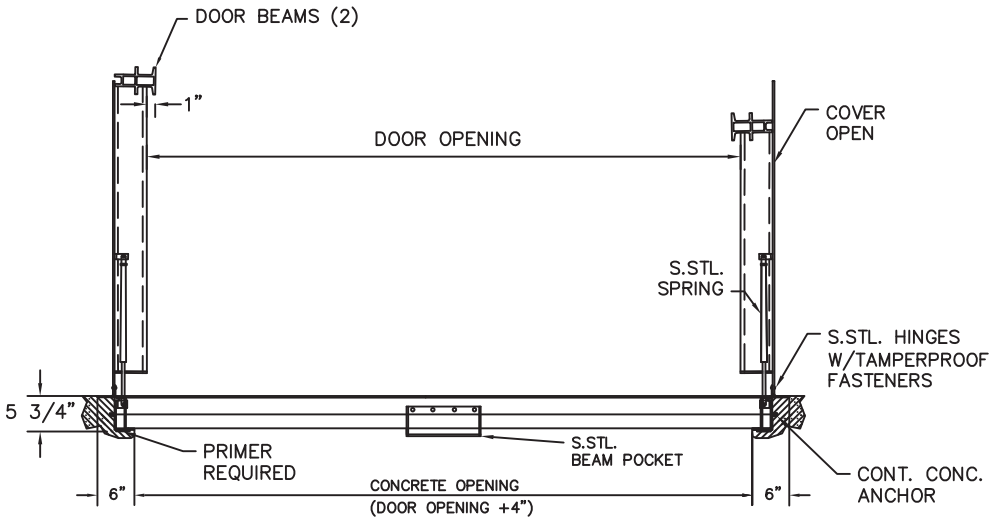
HALLIDAY PRODUCTS, INC.
ORLANDO, FL
http://www.hallidayproducts.com

HALLIDAY PRODUCTS

MODEL NO. H2R080078CBB–
QUANTITY: 1
DOCUMENT NO. Q55605
DATE: 9/22/23
LOCATION/TAG: HOLLY HILL LS4

7.3.a





SECTION

STANDARD FEATURES:

H-20 LOAD RATING
1/4 THICK ALUM. ANGLE FRAME EXTRUSION
DOUBLE LEAF CONSTRUCTION
AUTO-LOCK T-316 S.STL. HOLD OPEN ARM W
RELEASE HANDLE
T-316 S.STL. HINGES AND ATTACHING HARDW E
1/4 ALUMINUM TREAD PLATE COVER
S.STL. SLAM LOCK WITH REMOVABLE KEY
S.STL. COMPRESSION SPRING ASSIST
RECESSED LIFTING HANDLE
LIFETIME GUARANTEE

[X] ASTRAGAL: HPO-14 BEAM WELDED EACH COVER

OPTIONS/FEATURES:

- [ ] PADLOCK BAR
- [ ] RECESSED LOCK BOX
- [ ] KEYED CYLINDER LOCK
- [ ] EPDM GASKET/CUSHION
- [X] BITUMINOUS COATING
- [ ] PVC PROTECTIVE FILM
- [ ] SLAB SKIRT HEIGHT (INCLUDING FRA
- [ ] CLEAR ANODIZED FINISH
- [ ] SAFETY CHAIN
- [ ] 5" INSULATION W/ CAPTIVE PAN
- [ ] NUTRAIL - SPECIFY LENGTH & LOCAT
- [ ] 1/2 X 2 CENTER BAR
- [ ] BOLT DOWN COVER
- [ ] INSPECTION DOOR
- [ ] MISCELLANEOUS

NOTES:

1) SUITABLE FOR USE IN OFF STREET LOCATION WHERE NOT SUBJECTED TO TRAFFIC.

2) PROVIDE A FULL BED OF CLASS "A" CONCRETE UNDER FRAME AND SUPPORT ANGLES.

NOTE: STANDARD PRODUCT WARRANTY DOES NOT COVER CORROSION FROM CHLORINE CONTACT.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

STACON

ENGINEERING SUBMITTALS

FILE

JOB NAME -	HOLLY HILL - LIFT STATION 4 REPLACEMENT
QUOTE NO -	81746AA Rev:
DATE -	10/9/2023
CUSTOMER -	HYDRA-SERVICE INC

ELECTRICAL SERVICE

[X] 480Y/277V THREE PHASE (3 HOT + GRD)
[ ] 120/240V HI LEG DELTA THREE PHASE (3 HOT + N + GRD)
[ ] 208Y/120V THREE PHASE (3 HOT + N + GRD)
[ ] 120/240V SINGLE PHASE (2 HOT + N + GRD)
[ ] 120V (HOT + N + GRD)

(1) SURGE PROTECTION DEVICES AND POWER TRAIN REQUIREMENTS ARE BASED ON SERVICE SELECTION AS STATED ABOVE. UNLESS CONFIRMED OTHERWISE BY THE CUSTOMER ANY MISSING, INCORRECT OR DAMAGED COMPONENTS DUE TO A DIFFERENT SERVICE CONFIGURATION ARE NOT THE PANEL MANUFACTURER'S RESPONSIBILITY.

CONTROL SYSTEM

TYPE OF CONTROL PANEL -	LIFT STATION
SENSING DEVICE -	TRANSDUCER + (5) FLOAT BACKUP
NUMBER OF MOTORS -	3 PUMP + 1 MIXER
MOTOR H.P.-	PUMPS – 17.4HP (FLA 23.7A), MIXER – 3.8HP (FLA 5.5A)
ENCLOSURE:	
MATERIAL -	316 STAINLESS STEEL
NEMA RATING -	4X
SIZE -	62" X 60" X 18"
MODIFICATIONS -	DEAD FRONT (.125 ALUMINUM), 3PT LATCH, DOORSTOPS
MOUNTING STYLE -	WALL MOUNT

PRODUCTION REQUIREMENT

[ ] APPROVAL WAIVED
[ ] APPROVED AS SUBMITTED
[ ] DRAWINGS APPROVED AS NOTED, "PROVIDE CLEAR AND PRECISE COMMENTS"

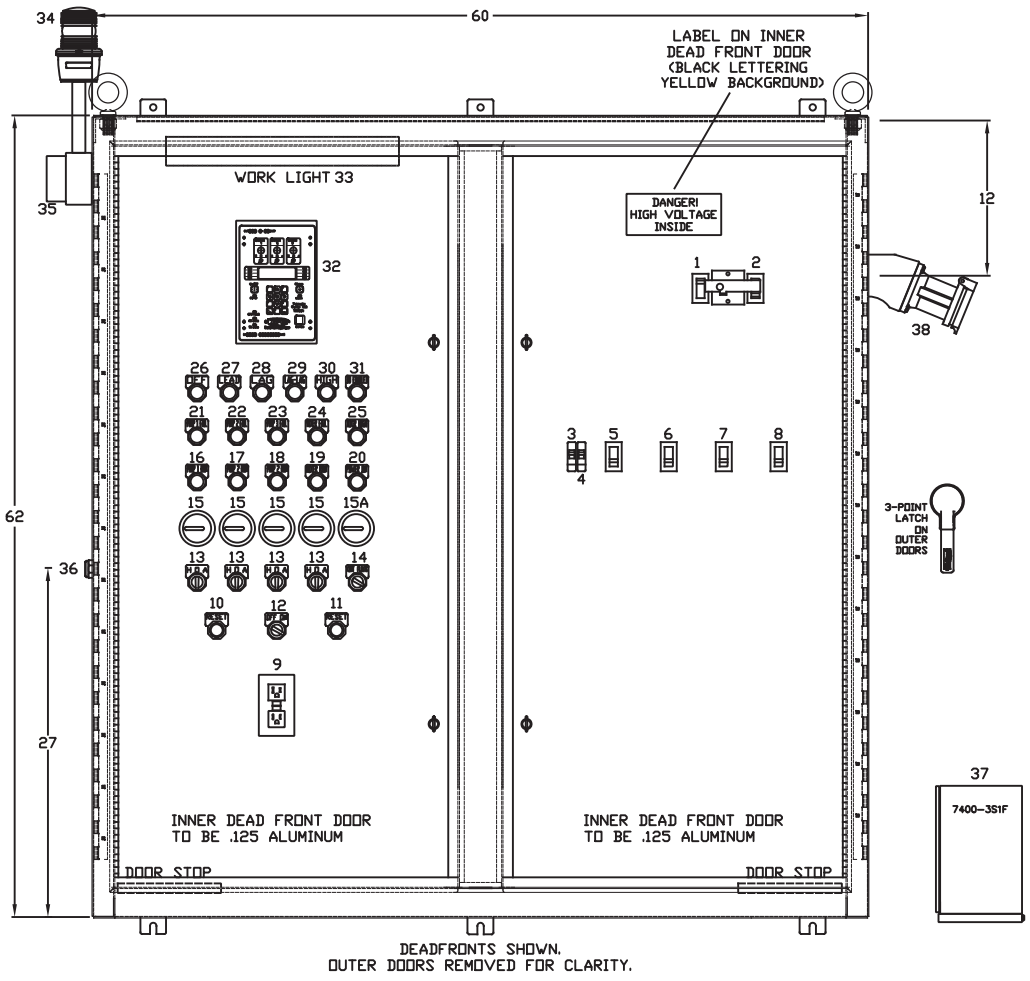
APPROVAL SIGNATURE:_____

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

* NOTES *

* WORK LIGHT TO BE MOUNTED ON BRACKET WELDED TO TOP OF ENCLOSURE. NO HOLES TO BE DRILLED ON TOP OF ENCLOSURE FOR THE WORK LIGHT.

* ALL LEGENDS TO BE BLACK PLASTIC WITH WHITE ENGRAVED LETTERING.

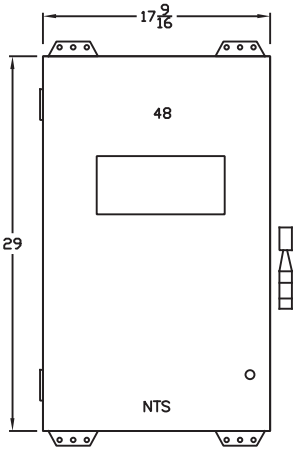


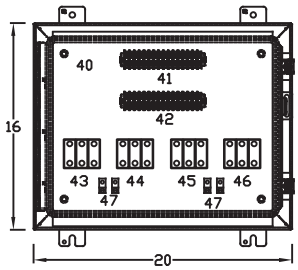
DEADFRONTS SHOWN.
OUTER DOORS REMOVED FOR CLARITY.

1 - MCB MAIN CIRCUIT BREAKER
2 - ECB EMERGENCY CIRCUIT BREAKER
3 - DRB DUPLEX RECEPTACLE BREAKER
4 - CCB CONTROL CIRCUIT BREAKER
5 - MB1 MOTOR BREAKER 1
6 - MB2 MOTOR BREAKER 2
7 - MB3 MOTOR BREAKER 3
8 - MB4 MOTOR BREAKER 4
9 - DR DUPLEX RECEPTACLE (GFCI)
10 - PUMP FAIL RESET PUSH BUTTON
11 - BACKUP FLOAT RESET PUSH BUTTON
12 - OFF/ON WORK LIGHT SWITCH
13 - HOA HAND OFF AUTO SWITCH PUMP 1-4
14 - PRIMARY, BACKUP CONTROL SWITCH
15 - ETM ELAPSED TIME METER 1 - 4
15A - ETM ELAPSED TIME METER ON EMERGENCY POWER
16 - RL1 PUMP 1 RUN LIGHT
17 - RL2 PUMP 2 RUN LIGHT
18 - RL3 PUMP 3 RUN LIGHT
19 - RL4 MIXER RUN LIGHT
20 - PL12 POWER ON LIGHT
21 - PL7 PUMP 1 FAIL LIGHT
22 - PL8 PUMP 2 FAIL LIGHT
23 - PL9 PUMP 3 FAIL LIGHT
24 - PL10 MIXER FAIL LIGHT
25 - PL11 XDCR HIGH LEVEL LIGHT
26 - PL1 OFF LEVEL LIGHT
27 - PL2 LEAD LEVEL LIGHT
28 - PL3 LAG LEVEL LIGHT
29 - PL4 LAG LEVEL LIGHT
30 - PL5 HIGH LEVEL LIGHT
31 - PL6 BACKUP FLOATS ENABLED LIGHT
32 - DFS PUMP CONTROLLER
33 - WORK LIGHT
34 - AL ALARM LIGHT
35 - AH ALARM HORN
36 - ASB ALARM SILENCE PUSH BUTTON
37 - CPT CONTROL POWER TRANSFORMER (REMOTE BY OTHERS)
38 - GENERATOR RECEPTACLE
39 - SPD SURGE PROTECTION DEVICE
40 - JUNCTION BOX
41 - TS-B TERMINAL STRIP B
42 - TS-C TERMINAL STRIP C
43 - TB1 TERMINAL BLOCK PUMP 1
44 - TB2 TERMINAL BLOCK PUMP 2
45 - TB3 TERMINAL BLOCK PUMP 3
46 - TB4 TERMINAL BLOCK PUMP 4
47 - GROUND LUGS
48 - SERVICE DISCONNECT

SPD SURGE PROTECTION SHIPPED WITH PANEL

SERVICE DISCONNECT SHIPPED WITH PANEL





SHIPPED WITH PANEL JUNCTION BOX

HOLLY HILL LS # 4
REPLACEMENT

QUOTE NO.	DATE	DRAWN BY	REVISION
81746AA	10/9/2023	KCA	

STACON
2525 SOUTH OBT
APOPKA, FLORIDA
32703

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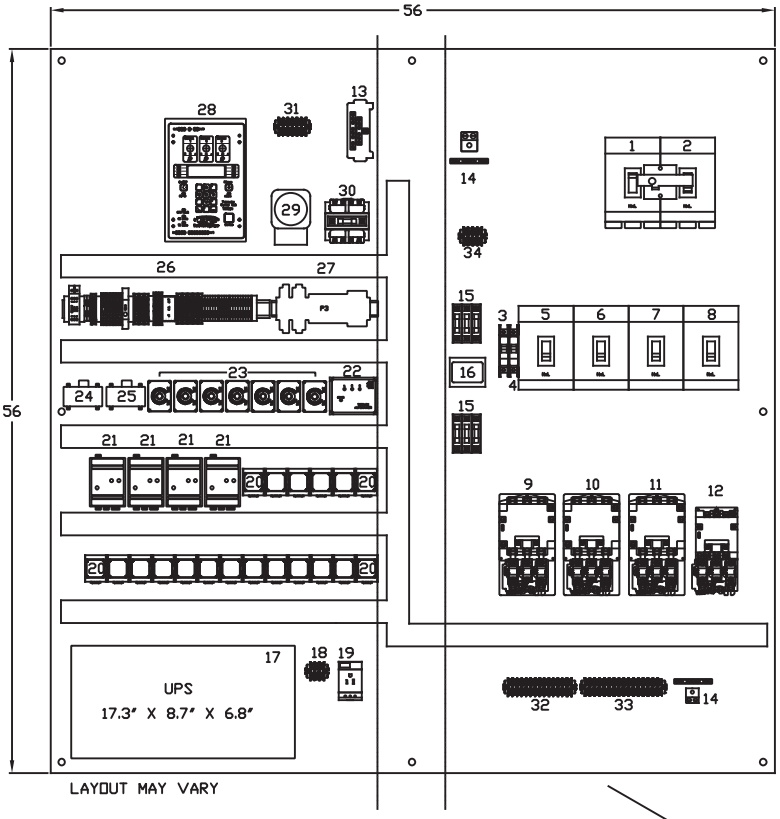
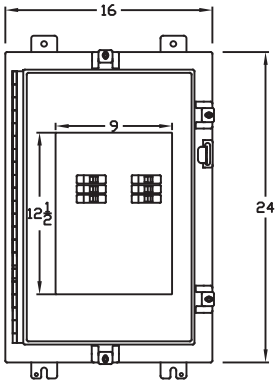


* NOTE *
BOTTOM ROW OF TERMINAL STRIPS TO BE ON A 30 DEGREE ANGLE BRACKET

1 - MCB MAIN CIRCUIT BREAKER
2 - ECB EMERGENCY CIRCUIT BREAKER
3 - DRB DUPLEX RECEPTACLE BREAKER
4 - CCB CONTROL CIRCUIT BREAKER
5 - MB1 MOTOR BREAKER 1
6 - MB2 MOTOR BREAKER 2
7 - MB3 MOTOR BREAKER 3
8 - MB4 MOTOR BREAKER 4
9 - MS1 MOTOR STARTER 1
10 - MS2 MOTOR STARTER 2
11 - MS3 MOTOR STARTER 3
12 - MS4 MOTOR STARTER 4
13 - N NEUTRAL BLOCK
14 - GROUNDS
15 - F FUSE BLOCK
16 - PM PHASE MONITOR
17 - UPS UNINTERRUPTIBLE POWER SUPPLY
18 - TS-E TERMIANL STRIP E
19 - SR SINGLE RECEPTACLE (UPS)
20 - R CONTROL RELAYS
21 - CA462 TEMPERATURE LEAKAGE RELAY 1 - 4
22 - ALT TRIPLEX ALTERNATOR
23 - TD TIME DELAYS
24 - DFS SPD2 480V 3 PHASE
25 - DFS SPD1 120V 1 PHASE
26 - DFS PRE WIRED TERMINAL BLOCKS
27 - DFS PRE WIRED TERMINAL BLOCKS P3
28 - DFS PUMP CONTROLLER
29 - TC TIME CLOCK SWITCH
30 - CCT CONTROL CIRCUIT TRANSFORMER
31 - TS-A TERMINAL STRIP A
32 - TS-B TERMINAL STRIP B
33 - TS-C TERMINAL STRIP C
34 - TS-G TERMINAL STRIP G

PANEL "P" LOAD CENTER
IN A NEMA 4X 316SS
24"x16"x8" ENCLOSURE
SHIP WITH PANEL
MOUNTED REMOTE BY OTHERS



OUTER DOOR HAS BEEN REMOVED FOR CLARITY

HOLLY HILL LS # 4 REPLACEMENT			
QUOTE NO.	DATE	DRAWN BY	REVISION
81746AA	10/9/2023	KCA	

STACON
2525 SOUTH ORT
APOPKA, FLORIDA
32703

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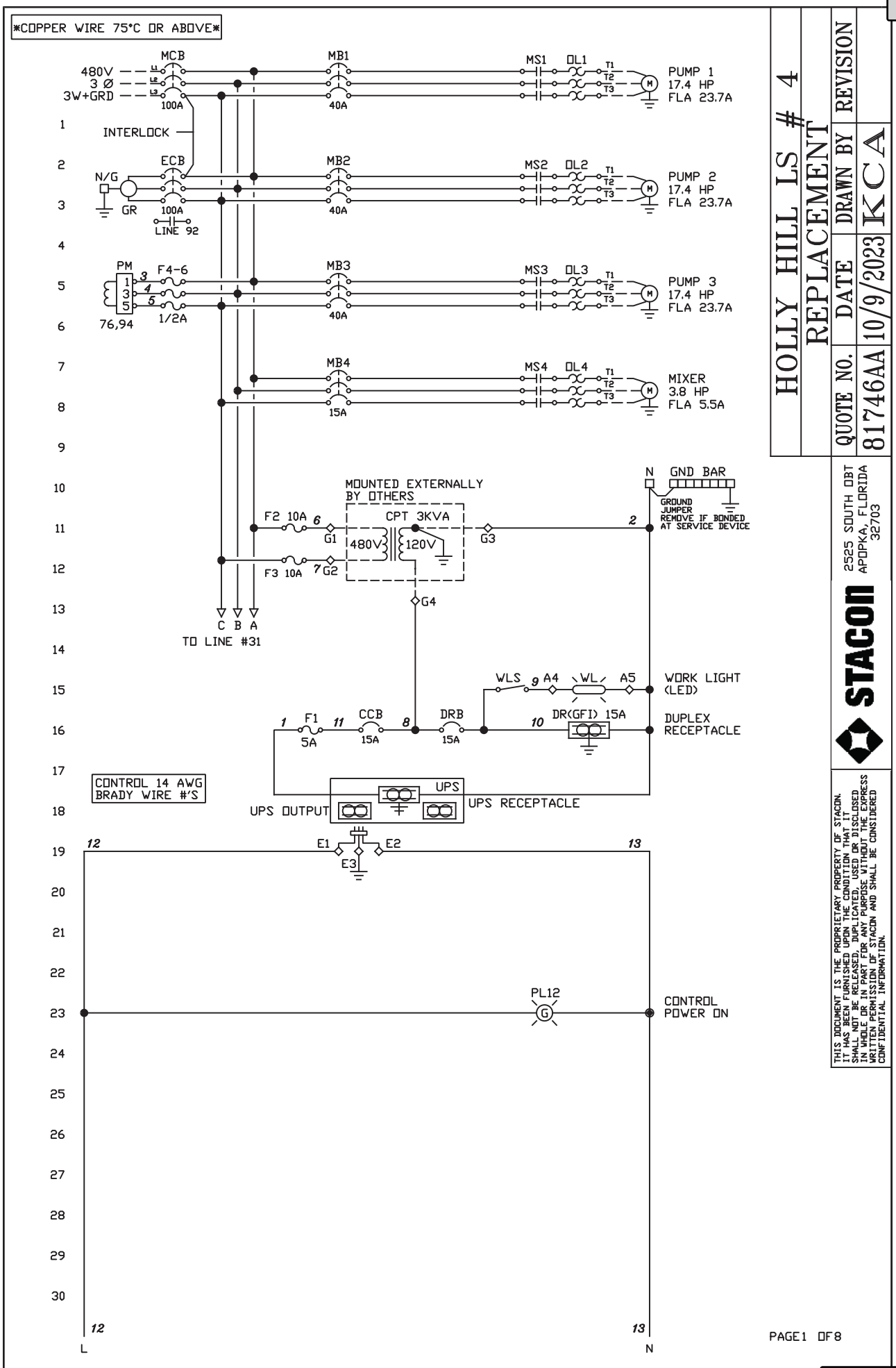
Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))



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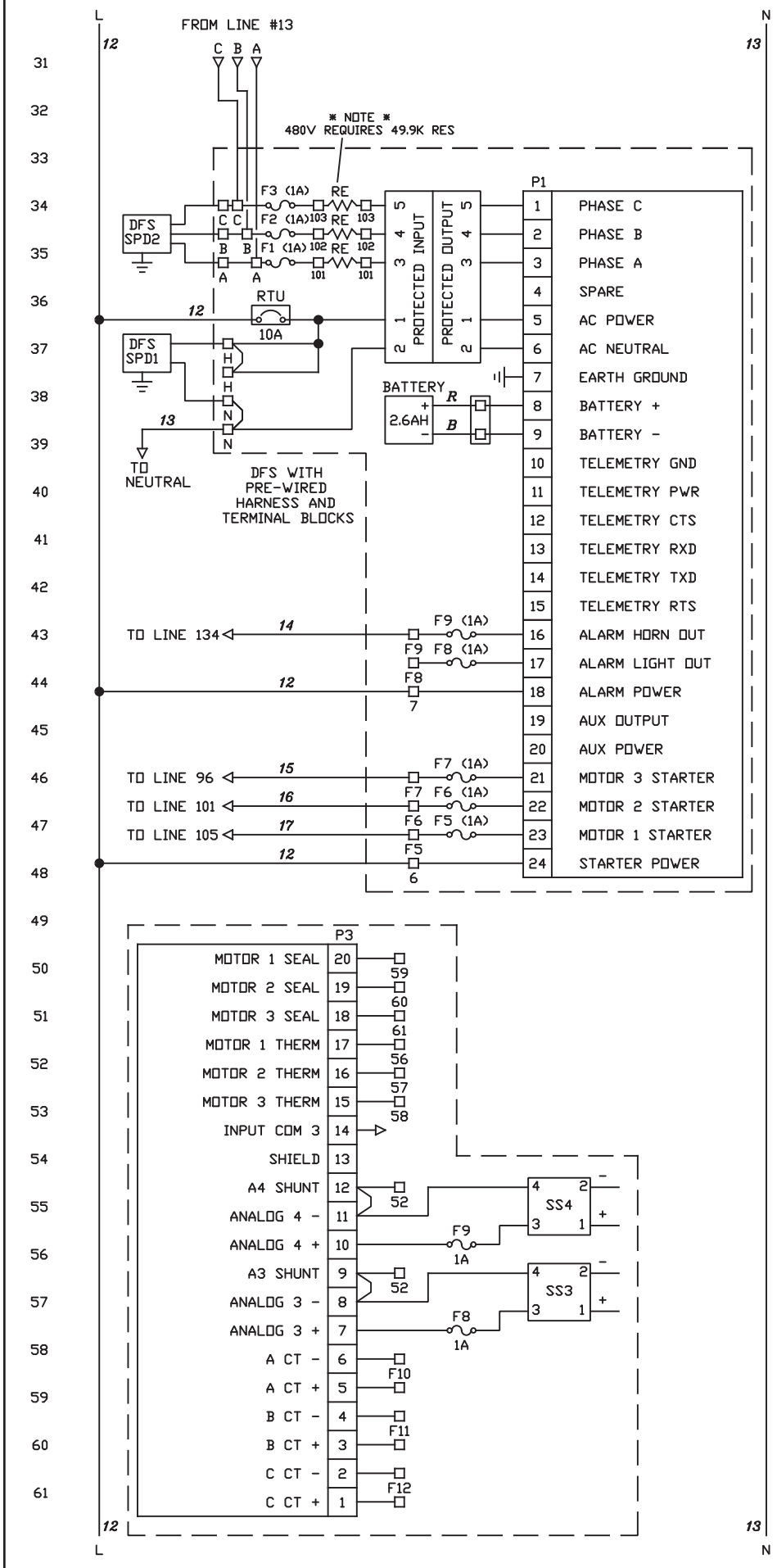

HOLLY HILL LS # 4
REPLACEMENT

QUOTE NO.	DATE	DRAWN BY	REVISION
81746AA	10/9/2023	KCA	

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APOPKA, FLORIDA
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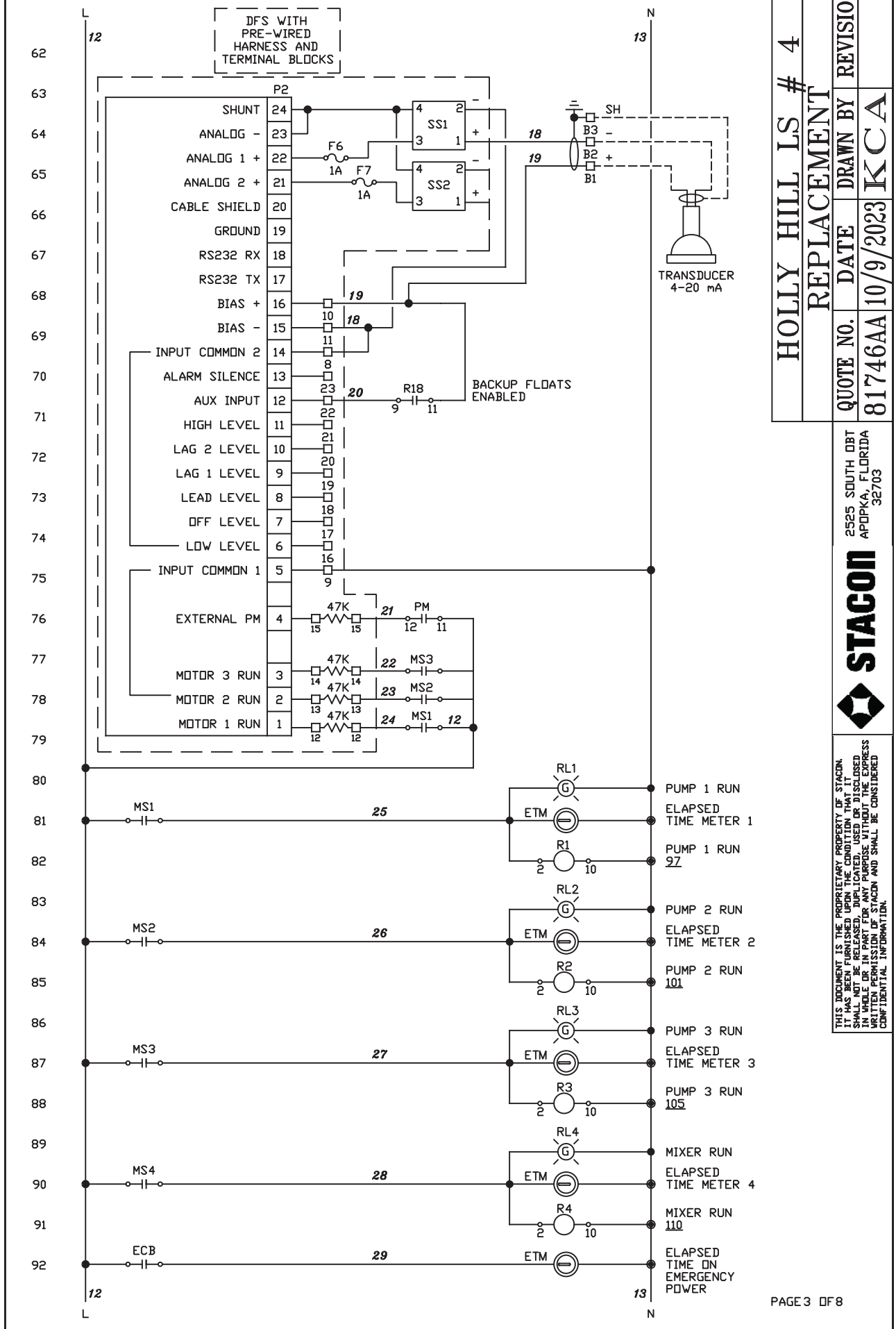

HOLLY HILL LS # 4
REPLACEMENT

QUOTE NO.	DATE	DRAWN BY	REVISION
81746AA	10/9/2023	KCA	

STACON
2525 SOUTH OBT
APOPKA, FLORIDA
32703

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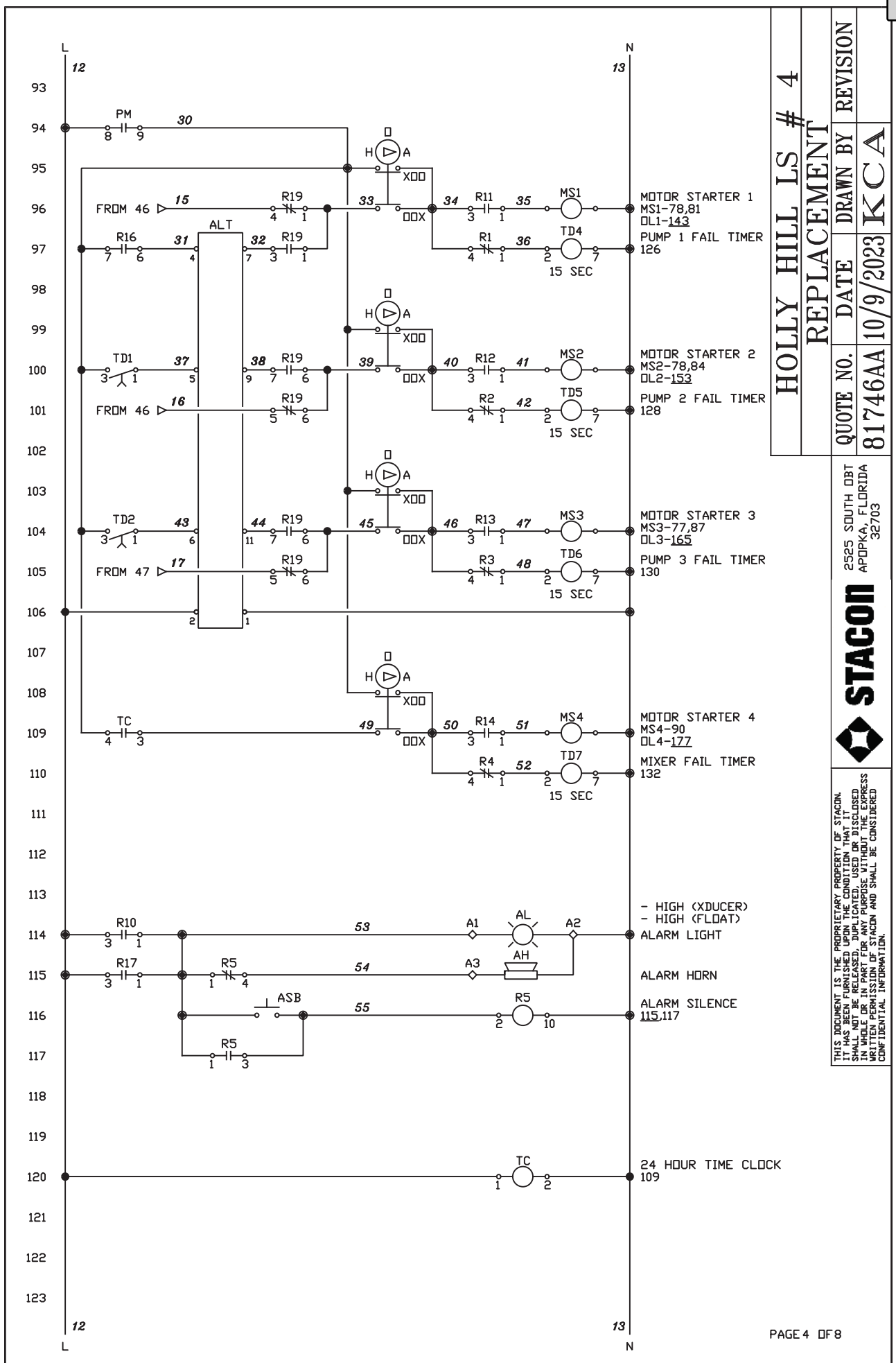
PAGE 3 OF 8

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))



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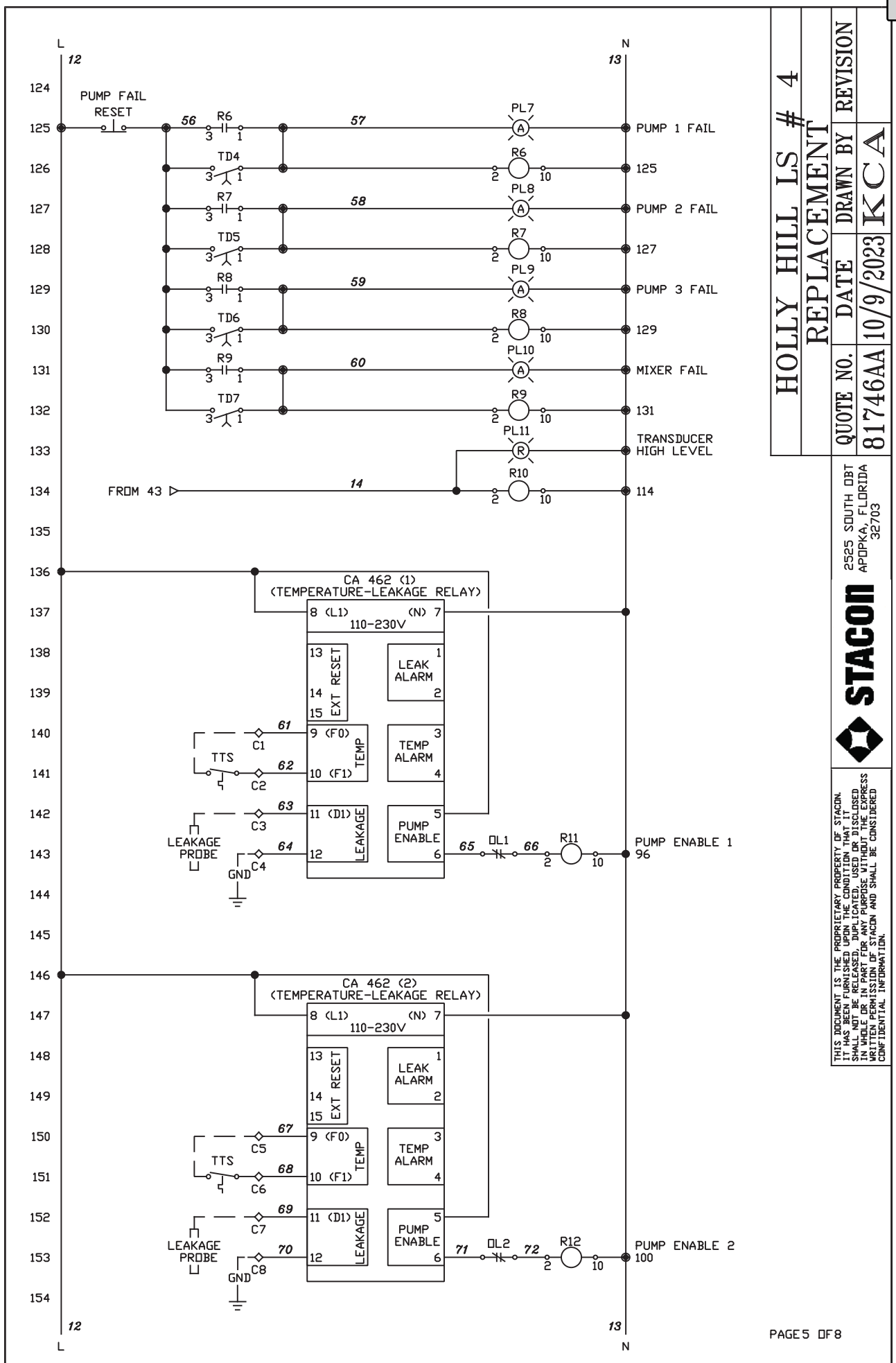

HOLLY HILL LS # 4
REPLACEMENT

REVISION	DRAWN BY	DATE	QUOTE NO.
	KCA	10/9/2023	81746AA

STACON
2525 SOUTH DBT
APOPKA, FLORIDA
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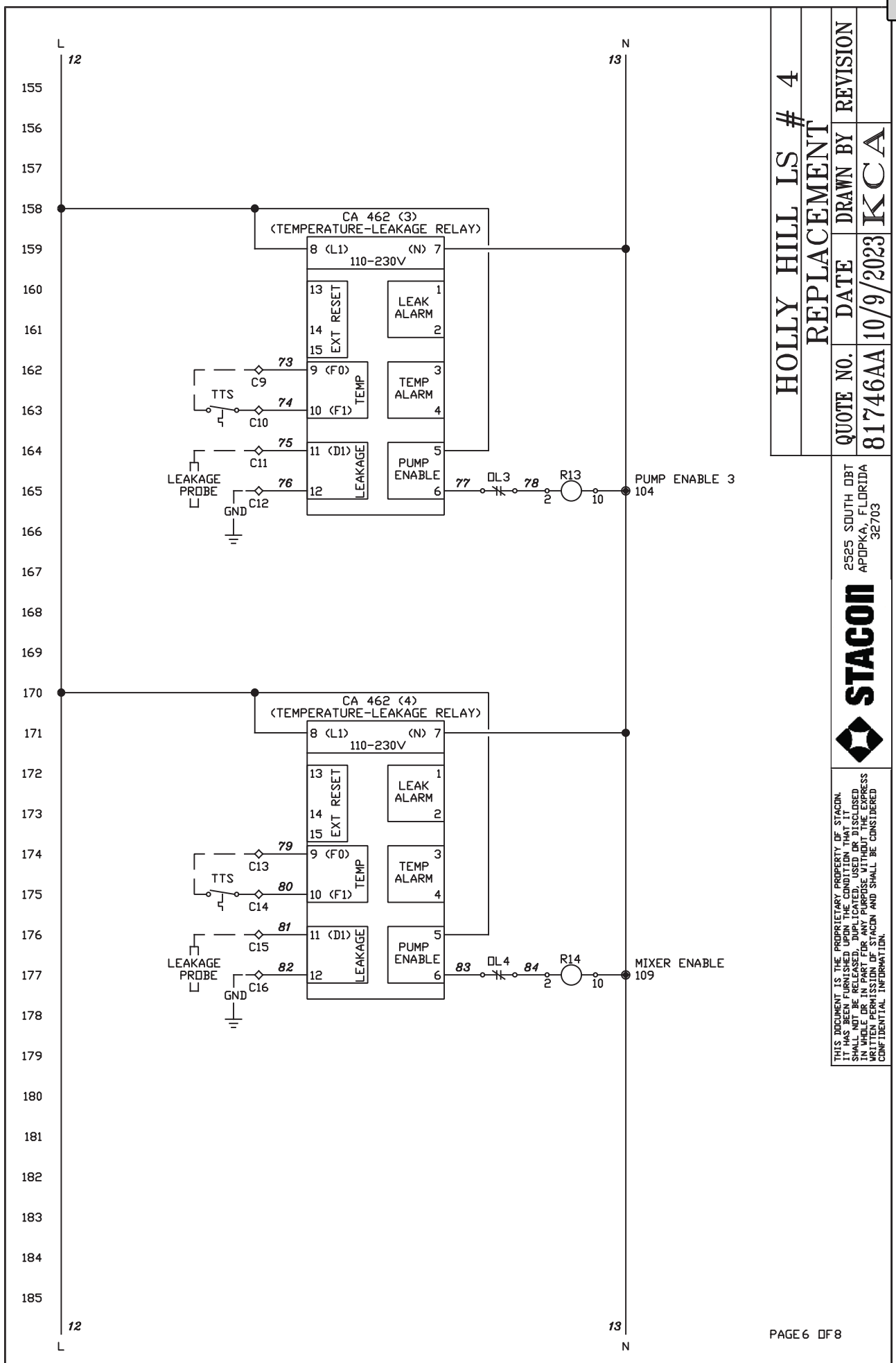
Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))



HOLLY HILL LS # 4
REPLACEMENT

REVISION	DRAWN BY	DATE	QUOTE NO.
	KCA	10/9/2023	81746AA

STACON
2525 SOUTH DBT
APOPKA, FLORIDA
32703

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PAGE 6 OF 8

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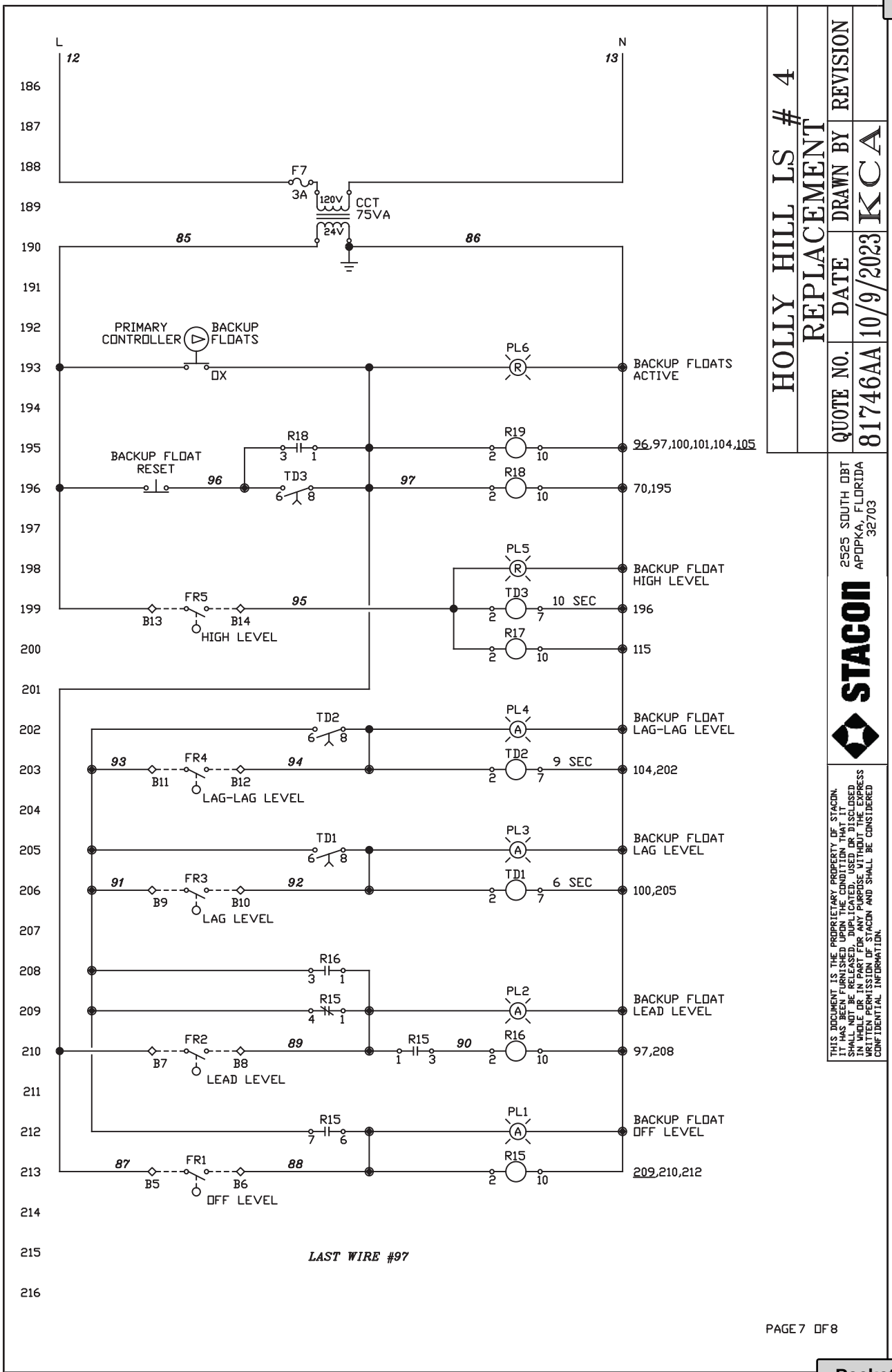

HOLLY HILL LS # 4
REPLACEMENT

QUOTE NO.	DATE	DRAWN BY	REVISION
81746AA	10/9/2023	KCA	

STACON
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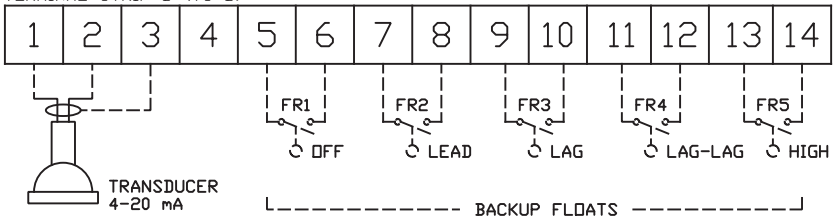
PAGE 7 OF 8

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

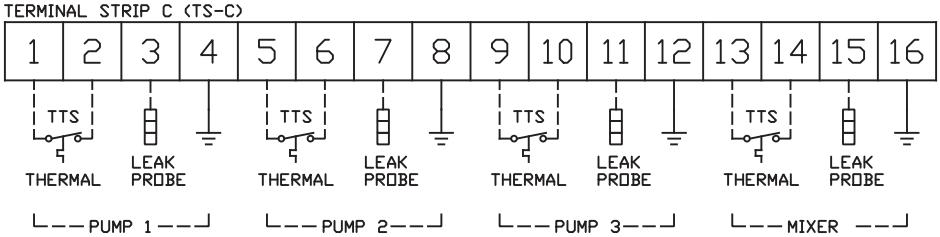
HOLLY HILL LS # 4 REPLACEMENT			
QUOTE NO.	DATE	DRAWN BY	REVISION
81746AA	10/9/2023	KCA	

Nonintrinsically safe wiring terminals

TERMINAL STRIP B (TS-B)



TERMINAL STRIP C (TS-C)



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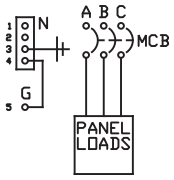
SUITABLE ONLY FOR USE AS SERVICE EQUIPMENT



SERVICE	100 AMP	
WIRE	3 AWG	TABLE D
GROUND WIRE	6 AWG	TABLE C
TERMINAL 1	3 AWG	TABLE D
TERMINAL 2	3 AWG	TABLE D
TERMINAL 3	6 AWG	TABLE C
TERMINAL 4	6 AWG	TABLE C
TERMINAL 5	6 AWG	TABLE C

COPPER WIRE 75°C OR ABOVE

INDICATES DEVICES AND CONNECTIONS BY INSTALLER

DEVICES ON THE BOTTOM OF TERMINAL STRIP ARE REMOTE ENTERING CONTROL PANEL.
DEVICES ON THE TOP OF TERMINAL STRIP ARE CONTACTS LEAVING THE CONTROL PANEL.

FUSE REPLACEMENT CHART	
FUSE	REPLACEMENT
F1	KTK-R-5/600V
F2-3	FNQ-R-10/600V
F4-6	KTK-R-1/2/600V
F7	FNQ-R-3/600V

CUSTOMER	HYDRA-SERVICE INC
JOB NAME	HOLLY HILL LS 4 REPLACEMENT
ENCLOSURE UL TYPE RATING:	UL TYPE 1
VOLTAGE	480V PHASE 3 HZ 60
H.P.	#1 17.4 #2 17.4 #3 17.4 #4 3.8
F.L.A.	23.7A 23.7A 23.7A 5.5A
TOTAL F.L.A.	83A
SERIAL #	24- DATE: 2023
SCCR:	10KA SYMMETRICAL RMS 480V MAX.

MANUFACTURED BY:
STA CON INC 2525 S. OBT APOPKA FL 32703

SQD Terminal Block GK6 + GR6

Wire Range AWG CU	Torque lb-in.
(Type GK6) 22-10	11-12
(Type GR6) 22-8	18-20

SQD Ground Busbar PK7GTA, PK12GTA, PK15GTA

Wire Range AWG CU-AL	Torque lb-in.
14-10 CU, 12-10 AL	20
8	25
6-4	35
Two 14 or 12 CU, Two 12 or 10 AL	25

T&B BLACKBURN LUG TORQUE TIGHTENING

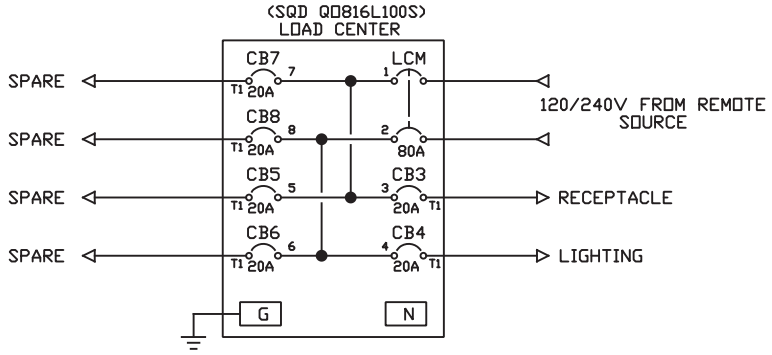
Wire Range/Screw Type & Wrench Size AWG CU	Torque lb-in.
(SLOTTED) 10-14	20
(SLOTTED) 8	25
(SLOTTED) 4-6	35
(SLOTTED) 2-2/0	50
(3/16 HEX) 2/0	100
(5/16 HEX) 3/0[250]-350	275
(3/8 HEX) 500-600	450*
(3/8 HEX) 750-1000	550

*=UNLESS OTHERWISE NOTED ON CONNECTOR

PAGE 8 OF 8

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

REMOTE
PANEL "P"



HOLLY HILL LS # 4 REPLACEMENT			
QUOTE NO.	DATE	DRAWN BY	REVISION
81746AA	10/9/2023	KCA	

STACON
2525 SOUTH DBT
APOPKA, FLORIDA
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Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

STACON

BILL OF MATERIAL | BY: KCA

QUOTE NO.	**81746AA**	**Date: 10/9/2023**	**Rev:**
JOB NAME	**HOLLY HILL - LIFT STATION 4 REPLACEMENT**	**S#: 24-**	
CUSTOMER	**HYDRA-SERVICE INC**	**PO#:**	

QTY	LEGEND	DESCRIPTION	MFG.	PART #	Check Off
1		ENCLOSURE (4X SS-3PT) 62x60x18 w/ 3PT LATCH, DOOR STOPS AND CUT OUTS	HOFFMAN	**QUOTE**: 10017869 Rev. 1 **JOB**: CP236 **LINE**: 1	[ ]
1		SUB PANEL [ENCLOSURE 62 x 60]	HOFFMAN	A60P60	[ ]
2	DF	DEAD FRONT (.125 ALUMINUM)	STACON	TBD	[ ]
1	GR	GENERATOR RECEPTACLE (100A) 4P 4W (REVERSE SERVICE)	RUSSELSTOLL	JRS1044FR	[ ]
1		ANGLE ADAPTER (100A)	RUSSELSTOLL	JAAB10	[ ]
1	N	ISOLATED NEUTRAL BLOCK Line [300 to 4] – Load [4 to 14]	SQD	SN12200	[ ]
2		GROUND LUG (#14 - #1/0 AWG) (TWO-BARREL, ONE-HOLE)	T & B	ADR11-21	[ ]
2	GB	GROUND BUSS (#8-1)	SQD	PK7GTA	[ ]
1	MCB	MAIN CIRCUIT BREAKER	SQD	HDL36100	[ ]
1	ECB	EMERGENCY BREAKER	SQD	HDL36100	[ ]
1		BREAKER AUXILIARY/ALARM SWITCH	SQD	S29450	[ ]
1		MECHANICAL INTERLOCK	STA-CON	SLIDE BAR	[ ]
2		MULTI-LUG KITS (6-#14-#6)	SQD	PDC6HD6	[ ]
3	MB1-3	MOTOR BREAKER	SQD	HDL36040	[ ]
1	MB4	MOTOR BREAKER	SQD	HDL36015	[ ]
1	CCB	CONTROL BREAKER	SQD	QOU115	[ ]
1	DRB	DUP RECEPTACLE BREAKER	SQD	QOU115	[ ]
3	MS1-3	MOTOR STARTER (SIZE 2)	SQD	8536-SDO1V02S	[ ]
9	OL1-3	OVERLOAD HEATERS STANDARD TRIP (SZ 2 - TABLE 58)	SQD	B40.0	[ ]
1	MS4	MOTOR STARTER (SIZE 1)	SQD	8536-SCO3V02S	[ ]
3	OL4	OVERLOAD HEATERS STANDARD TRIP (SZ 1 - TABLE 15)	SQD	B8.20	[ ]
3		MS AUXILIARY CONTACTS (NO)	SQD	9999-SX6	[ ]
1	CCT	CONTROL TRANSFORMER [120V/24]	SQD	9070-T75D23S12	[ ]
35	TS-A,B,C	TERMINAL STRIP	SQD	9080-GK6	[ ]
7	TS-E,G	TERMINAL STRIP	SQD	9080-GR6	[ ]
1	**AL**	**ALARM LIGHT (TYPE 4X)**	**INGRAM**	**CTO15F-R**	**[ ]**
1	**AH**	**ALARM HORN (4X,120VAC, WB)**	**FEDERAL SIGNAL**	**350-120-30, WB**	**[ ]**
1	* DR	DUPLEX RECEPTACLE (GFCI)	HUBBELL	GF20I	[ ]
1		WALL PLATES (GFCI)	HUBBELL	NP26I	[ ]

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

1	* F1	FUSE	BUSSMANN	KTK-R-5 /600V	[ ]
2	* F2-3	FUSE	BUSSMANN	FNQ-R-10 /600V	[ ]
3	* F4-6	FUSE	BUSSMANN	KTK-R-1/2 /600V	[ ]
1	* F7	FUSE	BUSSMANN	FNQ-R-3 /600V	[ ]
2		FUSE HOLDER (3 POLE) [CLASS CC]	BUSSMANN	BCM603-3PQ	[ ]
5	ETM	ELAPSED TIME METER	INTERMATIC	FWZ72K120ST	[ ]
4	HOA	HAND-OFF-AUTO SELECTOR	SQD	9001-SKS43B	[ ]
4		(NO, NC) CONTACT	SQD	9001-KA1	[ ]
1	SW	WORK LIGHT OFF/ON SWITCH	SQD	9001-SKS11B	[ ]
1		(NO) CONTACT	SQD	9001-KA2	[ ]
1	SW	CONTROLLER-FLOATS SWITCH	SQD	9001-SKS11B	[ ]
1		(NO) CONTACT	SQD	9001-KA2	[ ]
3	P/B	PUSH BUTTON	SQD	9001-SKR1U	[ ]
1		(NO) CONTACT	SQD	9001-KA2	[ ]
2		(NC) CONTACT	SQD	9001-KA3	[ ]
4	RL1-4	RUN LIGHT (120VAC)	SQD	9001-SKP1	[ ]
6	PL1-6	PILOT LIGHT (24VAC)	SQD	9001-SKP35	[ ]
6	PL7-12	PILOT LIGHT (120VAC)	SQD	9001-SKP1	[ ]
14	R1-14	CONTROL RELAY (120VAC, 11 PIN)	IDEC	RR3PA-ULAC120V	[ ]
5	R15-19	CONTROL RELAY (24VAC, 11 PIN)	IDEC	RR3PA-ULAC24V	[ ]
19		11 PIN SOCKET	IDEC	SR3P-05	[ ]
3	TD1-3	TIME DELAY RELAY - ON 5 POSTION RANGE SETTING	SQD	9050-JCK60V14	[ ]
4	TD4-7	TIME DELAY 120VAC (6-60SEC)	MPE	021-120-0060	[ ]
7		8 PIN SOCKET	IDEC	SR2P-06	[ ]
1	ALT	TRIPLEX ALTERNATOR	MPE	009-120-23P	[ ]
1	PM	DUAL VOLTAGE PHASE MONITOR (12 Pin) 200-240V or 425-525V	MPE	001-DVM-1212	[ ]
2		12 PIN SOCKET	MPE	SD12PC	[ ]
1	* WL	WORK LIGHT (120VAC LED)	HOFFMAN	LEDA1S35	[ ]
1	**TC**	**TIME CLOCK ELECTROMECHANICAL (24 Hour/ 7 Day) (120V)**	**INTERMATIC**	**FM1STUZH-120U**	**[ ]**
1		**FM1 SURFACE/DIN RAIL KIT**	**INTERMATIC**	**FM-SU**	**[ ]**
1	**PS**	**24 VDC POWER SUPPLY, 2.5 AMPS 60W**	**PULS**	**PIM60-245**	**[ ]**
1	**UPS**	**UNINTERRUPTIBLE POWER SUPPLY (1500VA)**	**APC**	**SMT1500C S#**	**[ ]**
1	*** SR**	**SINGLE RECEPTACLE (15A) (DIN RAIL MOUNT)**	**PHOENIX CONTACT**	**0804155**	**[ ]**

NOTES: *** OR EQUAL**
SPECIAL ITEMS **IN BOLD TYPE**

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

PACKING LIST

Quote#: 81746AA				Date: 10/9/2023	Rev:
SPARE PARTS					
QTY	**LEGEND**	**DESCRIPTION**	**MFG**	**PART #**	
1	* F1	FUSE	BUSSMANN	KTK-R-5 /600V	[ ]
2	* F2-3	FUSE	BUSSMANN	FNQ-R-10 /600V	[ ]
3	* F4-6	FUSE	BUSSMANN	KTK-R-1/2 /600V	[ ]
1	* F7	FUSE	BUSSMANN	FNQ-R-3 /600V	[ ]
1		LIGHT BULB (6.3V) for SQD SKP1 PL	CANDELA CORP	755	[ ]
1		LIGHT BULB (24V) for SQD SKP35 PL	CANDELA CORP	757	[ ]

SHIP WITH PANEL. TO BE MOUNTED IN FIELD BY OTHERS					
QTY	**LEGEND**	**DESCRIPTION**	**MFG**	**PART #**	
1	CPT	CONTROL POWER TRANSFORMER	SQD	7400-3S1FSS	[ ]
1	SPD	SURGE PROTECTION DEVICE 600Y/347V (3PH, 4W)	SQD	SDSA3650	[ ]
600V SERVICE DISCONNECT – NEMA 4X					
1	**MFD**	**FUSIBLE DISCONNECT (200A)**	**SQD**	**VH364NDSGL**	**[ ]**
1		CLASS R FUSE KITS	SQD	HRK1020	[ ]
3		FUSE 150A	BUSSMAN	FRS-R-150	[ ]
PANEL "P" LOAD CENTER					
1		**ENCLOSURE (4X 316SS)**	**HOFFMAN**	**A24H1608SS6LP**	**[ ]**
1		SUB PANEL	HOFFMAN	A-24P16	[ ]
1	**LC**	**LOAD CENTER (100A, 8 CIRCUIT) FIXED MAIN LUGS, SURFACE COVER INCLUDED**	**SQD**	**QO816L100S**	**[ ]**
1	**GB**	**GROUND BAR (#8-1)**	**SQD**	**PK7GTA**	**[ ]**
6	**CB3-8**	**CIRCUIT BREAKER (20A/1P)**	**SQD**	**QO120**	**[ ]**
1	**MCB**	**MAIN CIRCUIT BREAKER (80A/2P) (BACK-FED)**	**SQD**	**QO280**	**[ ]**
1		**BACK-FED MAIN BREAKER RETAINING CLIP**	**SQD**		**[ ]**
JUNCTION BOX (NEMA 4X 316 STAINLESS STEEL)					
1	**JB**	**JUNCTION BOX 4X 316SS (HINGED COVER)**	**HOFFMAN**	**A16H2006SS6LP**	**[ ]**
1		SUB PANEL	HOFFMAN	A20P16	[ ]
4	TB	TERMINAL BLOCK 115 A. (1-1) Line [2 to 14] – Load [2-14]	BUSSMANN	16200-3	[ ]
30	TS	TERMINAL STRIP	SQD	9080-GK6	[ ]

SUPPLIED BY CUSTOMER IN THE FIELD					
QTY	LEGEND	DESCRIPTION	MFG	PART #	
5	**FR1-5**	**FLOAT REGULATOR**	**??**	***SUPPLIED BY HYDRA-SERVICE**	**[ ]**
1	**XDCR**	**TRANSDUCER**	**??**	***SUPPLIED BY HYDRA-SERVICE**	**[ ]**

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

PARTS PROVIDED BY OTHERS FOR INSTALLATION BY STACON

QUOTE NO.	**81746AA**	**Date: 10/9/2023**	**Rev:**
JOB NAME	**HOLLY HILL - LIFT STATION 4 REPLACEMENT**	**S#: 24-**	
CUSTOMER	**HYDRA-SERVICE INC**	**PO#:**	

QTY	LEGEND	DESCRIPTION	MFG.	PART #	Check Off
4	CA642	OVERTEMP/MOISTURE RELAY	SULZER	CA462	[ ]
1	TCU	TAC PACK TCU (TCU/RADIO) * SPECIFY END USER & STATION NAME ON PURCHASE ORDER	DFS	TCU 800 S#	[ ]
1	TCU	TCU 'Snap-In' installation Kit WITH WIRE HARNESS, ADDED WAGO COMPONENTS & EDCO DRS036 - Includes: snap-in mounting bracket, spring loaded connectors, Wago terminals for resistors and fuses on lt, SPS001, 10A Circuit Breaker, TFS, TFS Install kit for TCU, 3.0 Ah Battery, DFS Resource CD (Add applicable 3-Phase Surge Protection)	DFS		[ ]
1	TCU	240V AC 3-PHASE SURGE PROTECTOR	DFS		[ ]

**** ALL CUSTOMER PROVIDED PARTS SHIPPED TO STACON FOR INSTALLATION MUST BE TAGGED WITH THE CUSTOMER NAME, PROJECT NAME AND EITHER OUR QUOTE NUMBER OR PANEL PO NUMBER. PARTS NOT PROPERLY TAGGED WILL BE RETURNED TO SENDER AND THIS WILL DELAY PANEL ESTIMATED DELIVERY DATES.**

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

SHOP CHECK SHEET

Quote#: 81746AA	Date: 10/9/2023	Rev:

P.O.#				Ship Date			
H.P.'s	17.4/3.8 HP	# PUMPS	2	VOLTAGE	480V	PHASE	3
		DRIPSHIELD	N/A	SERIAL #	24-		
DEADFRONT	ALUM	ENCLOSURE TYPE	4X	MATL.	316 STAINLESS STEEL		

SPECIAL INSTRUCTIONS	Check OFF

- ALUMINUM DEAD FRONT (.125')
- DOOR STOPS
- TERMINAL STRIPS ALONG BOTTOM OF PANEL TO BE ON 30 DEG ANGLE BRACKET
DO NOT DRILL ANY HOLES FOR WORK LIGHT ON TOP OF ENCLOSURE.

14 AWG CONTROL WIRING	**[ ]**
BRADY HEAT SHRINK WIRE #'S	**[ ]**
Wire size from GR to ECB [wire size –	[ ]
Wire size from MCB to ECB [wire size –	[ ]
Wire size from MCB to MB [wire size –	[ ]
Wire size from MB to MS [wire size –	[ ]
RED WARNING LABEL ***WARNING – BEFORE APPLYING POWER:** **ELECTRICAL CONNECTIONS CAN BECOME LOOSE DURING SHIPPING.** **TIGHTEN ALL SCREWS, AND INSPECT FOR DAMAGE TO WIRES AND COMPONENTS.**	[X]
⚠ **WARNING**: This product can expose you to chemicals, which are known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.	[X]

Wire Numbers – Type _____	[ ]
Legends and Legend Sheet	[ ]
Ground Lugs	[ ]
Overload Heater Chart	[ ]
Pump Data Sheet	[ ]
Drawings on Door	[ ]
Picture of Panel	[ ]

UL 508A US/C:	**[ ]**
Service Entrance	[ ]

Spare Parts

[X] In Panel See Packing List [ ]

[X] In Separate Box See Packing List [ ]

Wired by:

Subpanel _____

Deadfront _____

Tester _____

Inspector_____

Comments _____

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

Temperature and leakage relay type ABS CA 462

CA 462 is designed to spy and detect leakage and temperature in pumps and mixers. The amplifier is housed in a norm enclosure fitted for DIN-rail mounting. The unit is available in two executions, 24 VDC or 110-230 VAC supply. To minimize the risk of false alarms the leakage failure has to be detected for time duration of approximately 10 seconds. To simplify the mounting the unit is fitted with plug-in type of connectors.

The unit has separate alarm outputs for temperature and leakage. CA 462 also has main contactor relay output energized depending on alarm/s with manual reset option. Included in the kit is also a Xylem MiniCas adaptor.

Features:

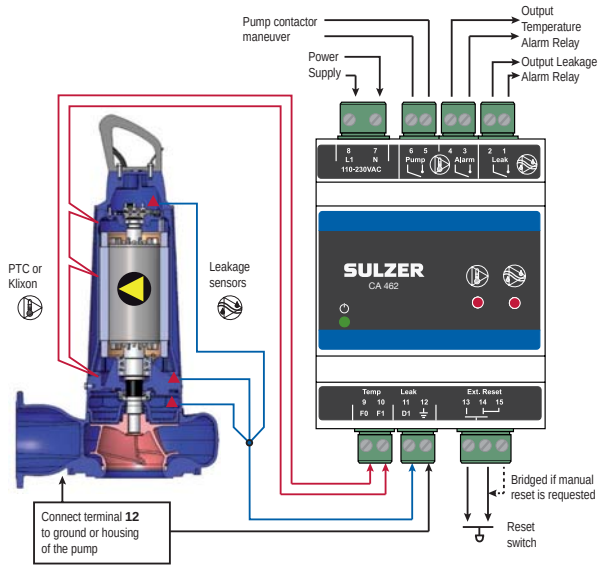
- Leakage monitoring with 10 sec alarm delay
- Temperature monitoring
- Relay output 250 VAC 3 Ampere
- Connection via plug-in connectors
- DIN-rail mounted

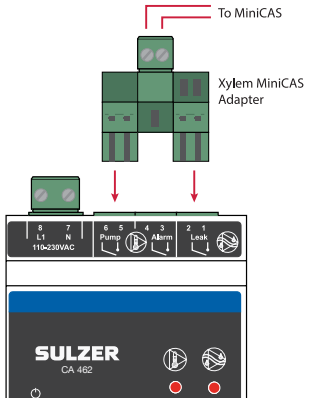
Technical specifications

Description		Standard
Temperature input threshold (±10%)		> 3.3 kohm (PTC / Klixon)
Max PTC current		< 0.6 mA
PTC source voltage		12 VDC
Leakage sensor voltage		12 VDC
Max leakage sensor current		< 15 µA
Leakage detection threshold (±10%)		< 100 kohms
Leakage alarm delay		10 seconds
Ambient operating temperature		-20 to +50 °C (-4 to +122 °F)
Ambient storage temperature		-30 to +80 °C (-22 to +176 °F)
Degree of protection		IP 20, NEMA: Type 1
Housing material		PPO and PC
Mounting		DIN Rail 35 mm
Installation category		CAT II
Pollution degree		2
Flame rate		V0 (E45329)
Humidity		0-95 % RH non-condensing
Dimensions		H x W x D: 108 x 70 x 58 mm (4.25 x 2.76 x 2.28 inch)
Power supply	**16907006**	110-230 VAC, 50 Hz/60 Hz
	16907007	18-36 VDC, SELV or Class 2
Fuse		Max 10 A
Terminal wire size		Use copper (Cu) wire only. 0.2 - 2.5 mm^2 flexible core, stripped length 8 mm.
Terminal tightening torque		0.56 - 0.79 Nm (5-7 lbs-in)
Power consumption		< 5 W
Max load alarm relays		250 VAC 3 Ampere resistive load
Altitude		Max 2000 MASL or 6562 ft. AMSL
Max load output pump blocking relay		250 VAC 6 Ampere resistive load
Complience		CE, CSA, UL

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

Electrical connection diagram

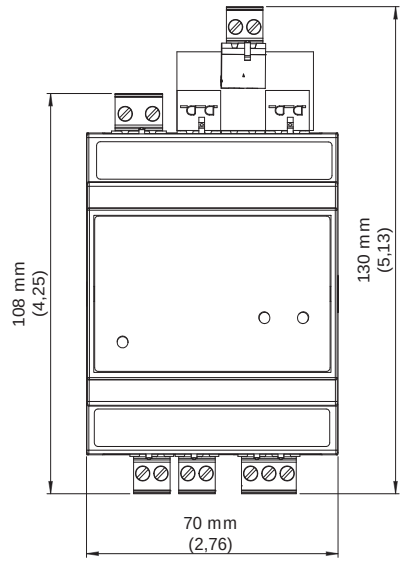


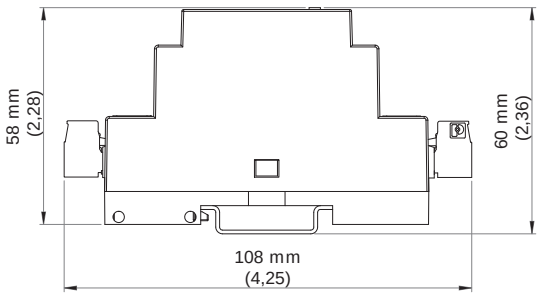


Alarm and relay function table

Alarm type	Alarm LED		Input state		Output relay state			Remark
	Temperature	Leakage	Temp (9 & 10)	Leak (11 & 12)	Pump (5 & 6)	Alarm (4 & 3)	Leak (2 & 1)	
			closed	open	closed	open	open	Normal operation
Temperature	Yes	-	> 3.3 kohm	open	open	closed	open	Pump stops
Leakage	-	Yes	closed	< 100 kohm	closed	open	closed	Pump runs
Temp. + Leak.	Yes	Yes	> 3.3 kohm	< 100 kohm	open	closed	closed	Pump stops

Dimensions





Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

CA 462 en (10.2018), Copyright © Sulzer Ltd 2018
This document does not provide a warranty or guarantee of any kind. Please contact us for a description of the warranties and guarantees offered with our products. Direc
use and safety will be given separately. All information herein is subject to change without notice.

Data Flow Systems

DFS QUOTATION 230503-06-RW
LIFT STATION 4 REPLACEMENT
CITY OF HOLLY HILL

PROJECT OVERVIEW:

This proposal is based on Addendum 1. It is provided to ensure correct and safe decommissioning of the existing equipment and reinstallation of the TCU800, antenna system, and startup of the new control panel.

DFS will provide services to decommission the existing RTU. On the decommissioning trip, the Contractor needs to notify DFS in advance of needing this service. DFS will remove the RTU, antenna, mast, disassemble the RTU and surrender the enclosure to the Contractor for return to the city. DFS will maintain possession of the antenna, mast, and TCU800.

DFS will ship the TCU800 and panel components to the pump control panel manufacturer for integration into the new pump control panel. DFS will reinstall the existing antenna system.

BILL OF MATERIAL & SERVICES:

(1) TAC Pack TCU Assembly, includes:
- (**0**) TAC Pack TCU (TCU800 w/radio) **(EXISTING UNIT TO BE USED)**
- (1) TCU001 Snap-in Installation Kit w/ Wire Harness
- (1) USB Kit
- (1) RF pigtail
- (1) RTU Surge Protection Kit
- (1) 3-Phase Surge Protector Kit
- (1) Polyphaser Coaxial Surge Protector
- (1) 2.6 Ah Backup Battery
- (1) TCU800 P3 Connector

(1) Complete Antenna Subsystem & Services, includes:
- (**0**) 10' Mast **(EXISTING UNIT TO BE USED)**
- (**0**) Antenna **(EXISTING UNIT TO BE USED)**
- (1) SS Mounting Hardware
- (1) LMR400 Coaxial Cable Assembly

(1) Existing Equipment Removal Services

(1) Project Management, Installation, Testing, Configs, & Startup Services

WORK TO BE PERFORMED BY DFS:

1. DFS will provide a trip to remove the existing TCU800 and antenna system.
2. DFS will ship the TCU800 to the panel fabricator for mounting and wiring purposes.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

3. When startup services are scheduled DFS will provide a trip to return & install the rack mounted antenna system and provide startup services.
4. DFS will complete all TCU configurations at the central site. Central site configurations include a default-generated graphical screen (no custom screens).

WORK TO BE PERFORMED BY CONTRACTOR:

1. DFS will ship the TCU800 to the panel fabricator for mounting and wiring purposes. All wire connections are the responsibility of panel fabricator and/or contractor.
2. Conduit, signal wire and 120 VAC power will be provided and installed by electrical subcontractor, in accordance with NEC. AC service wires, digital signal wires and analog circuit wires shall not occupy the same conduits. Analog signals require shielded 2-conductor wire. DFS recommends 16 AWG stranded wire for all other signals. Terminals with the TCU cannot accept signal wire that is solid core or larger than 12 AWG.
3. **Grounding and Bonding of the antenna tower, tower ground rod, RTU and Power Utilities ground rod is the responsibility of others. The grounds lugs and taps for all must be bonded together using a continuous single 6 AWG solid bare copper wire. Improper grounding will void the DFS lightning and surge warranty. A DFS grounding procedure is available online at https://www.dataflowsys.com/wp-content/uploads/2021/01/DFS-RTU-Grounding-Procedure.pdf**
4. Provide and install all required instrumentation, including manufacturing of mounting rack/posts and sunshield requirements.
5. Surge protection to protect devices outside of the DFS TCU/RTU panel is responsibility of instrumentation / device provider / others. Providers of instrumentation, devices and services are responsible for signal/noise quality to meet the requirements of the control/telemetry system.
6. All required underground locate information must be provided before DFS installation services can be scheduled. DFS will provide an underground locate information form. The Contractor will be the underground locate Point of Contact. The Contractor must provide a contact name and phone number for use by locate services should they need to gain access to a secured construction area or are unable to find the site based on locate info provided by Contractor.
7. Demolition, removal and/or relocation of existing equipment where required.
8. Any required permitting and associated fees.

QUOTATION NOTES:

1. Only those items and services specifically listed above are included in this quotation.
2. Please note that lead times may be affected by product/material availability.
3. Worksite(s) must be accessible by DFS vehicles and DFS crews must have access to work site(s) to perform work during all daylight hours, seven (7) days a week excluding holidays.
4. This quotation does not include bonding, any required permitting, sealed drawings, or associated fees.
5. This quotation stipulates DFS' existing insurance provider(s) and policy coverage are acceptable to the Purchaser. DFS insurance information can be downloaded at https://www.dataflowsys.com/wp-content/uploads/2022/04/ACORD-Form-COI-thru-3-31-2023.pdf

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

Data Flow Systems

Submittal

September 25, 2023

Project: Lift Station 4 Replacement
SCADA Equipment

Owner: City of Holly Hill

Contractor: Hydra Service, Inc.

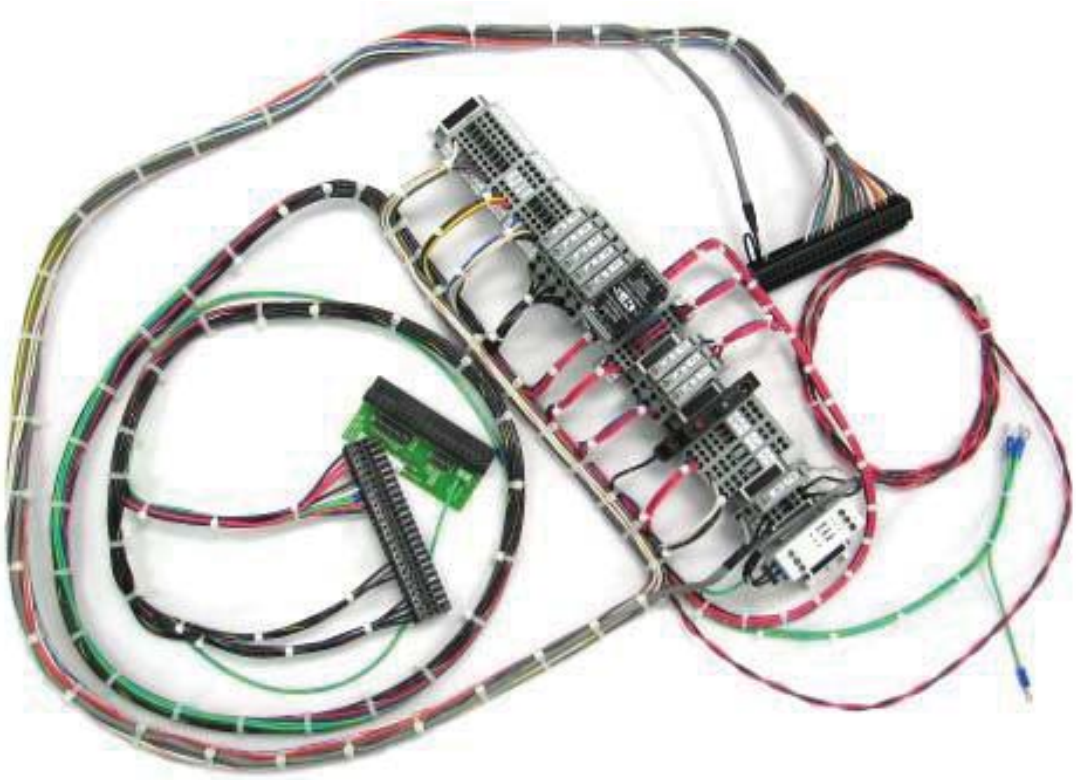
Products:

(1) TCU001 Wire Harness & Terminal Component Kit
(1) TCU800 P3 Connector
(1) TCU Snap-in Bracket
(1) 2.6 Ah Backup Battery
(1) RTU Surge Protection Kit
(1) 3-Phase Surge Protector
(1) Edco DRS-036 Analog Surge Protection (AI #1)
(1) RF pigtail
(1) Polyphaser Coaxial Surge Protector
(1) LMR400-DB Coaxial Cable w/Connectors
(1) Lot, Band-it SS Cable Ties for Coaxial Cable
(1) Radio Study Summary

Note the following existing items will be utilized:
(1) TCU800 w/radio
(1) LAA217 Omni Antenna
(1) 10' Antenna Mast

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

TCU WIRE HARNESS



Description

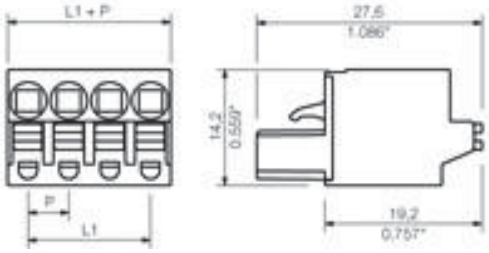
The TCU Wire Harness is offered by DFS for the simplicity of integration purposes as well as consistency among multiple installations. The prefabricated harness includes all necessary terminal hardware to interface with field devices. The TCU wire harness incorporates the TFS surge protector, 10 Amp circuit breaker, fused terminal components, and resistor terminal components. Colored coded wire is provided from the terminal hardware to the TCU P1 and P2 connecters and radio address board. We recommend the use of our TCU Wire Harness for new installation and retrofits.

DFS Data Flow Systems

Data Flow Systems, Inc. * 605 John Rodes Blvd * Melbourne, FL 32934 * (321)259-5009

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

TCU800 P3 Connector



General ordering data	
Order No.	1013630000
Part designation	BLF 5.08/20/180 SN BK BX
Version	PCB plug-in connector, PUSH IN, Clamping range, max.: 3.31 mm², Pitch in mm: 5.08 mm, No. of poles: 20, 180°, Box
EAN	4032248721764
Qty.	18 pc(s).
Packaging	Box

System parameters	
Conductor connection system	PUSH IN
Outgoing direction of conductor	180°
Pitch in mm	5.08 mm
Pitch in inch	0.2 inch
No. of poles	20
No. of rows	1
Screwdriver blade	0.6 x 3.5
Screwdriver blade standard	DIN 5264
Stripping length	10 mm
L1 in mm	96.52 mm
L1 in inch	3.8 inch
Electric shock protection to DIN VDE 0470	IP 20
Electric shock protection to DIN VDE 57 106	Safe from finger touch

Material data	
Insulating material	PBT
Colour	black
colour chart	Similar to RAL 9011
Flammability class UL 94	V-0
Contact material	CuSn
Contact surface	tinned
Contact base material	CuSn

Connectable conductors	
Clamping range, min.	0.13 mm²
Clamping range, max.	3.31 mm²
Conductor connection cross-section AWG, min.	AWG 26
Conductor connection cross-section AWG, max.	AWG 12
Solid, min. H05(07) V-U	0.2 mm²
Solid, max. H05(07) V-U	2.5 mm²
Stranded, max. H07V-R	2 mm²
Stranded, min. H07V-R	0 mm²
Flexible, min. H05(07) V-K	0.2 mm²
Flexible, max. H05(07) V-K	2.5 mm²
w. wire end ferrule, DIN 46228 pt 1, min	0.2 mm²
with wire end ferrule, DIN 46228 pt 1, max.	2.5 mm²
w. plastic collar ferrule, DIN 46228 pt 4, min.	0.2 mm²
with plastic collar ferrule, DIN 46228 pt 4, max.	2.5 mm²
Gauge to EN 60999 a x b; ø	2.4 mm x 1.5 mm

DIN IEC rating data	
Rated current, min. No. of poles (Tu=20°C)	18.5 A
Rated current, max. No. of poles (Tu=20°C)	6 A
Rated current, no. of poles (Tu=40°C), min.	12.5 A
Rated current, no. of poles (Tu=40°C), max.	6 A
Rated voltage for overvoltage class/pollution severity II/2	400 V
Rated voltage for overvoltage class/pollution severity III/2	320 V
Rated voltage at overvoltage category/pollution degree III/3	250 V
Rated impulse withstand voltage for overvoltage class/pollution severity II/2	4 kV
Rated impulse withstand voltage for overvoltage class/pollution severity III/2	4 kV
Rated impulse withstand voltage for overvoltage class/pollution severity III/3	4 kV
Short-time withstand current resistance	3 x 1s with 120 A

Approvals	
Approvals institutes	CSA; CURUS

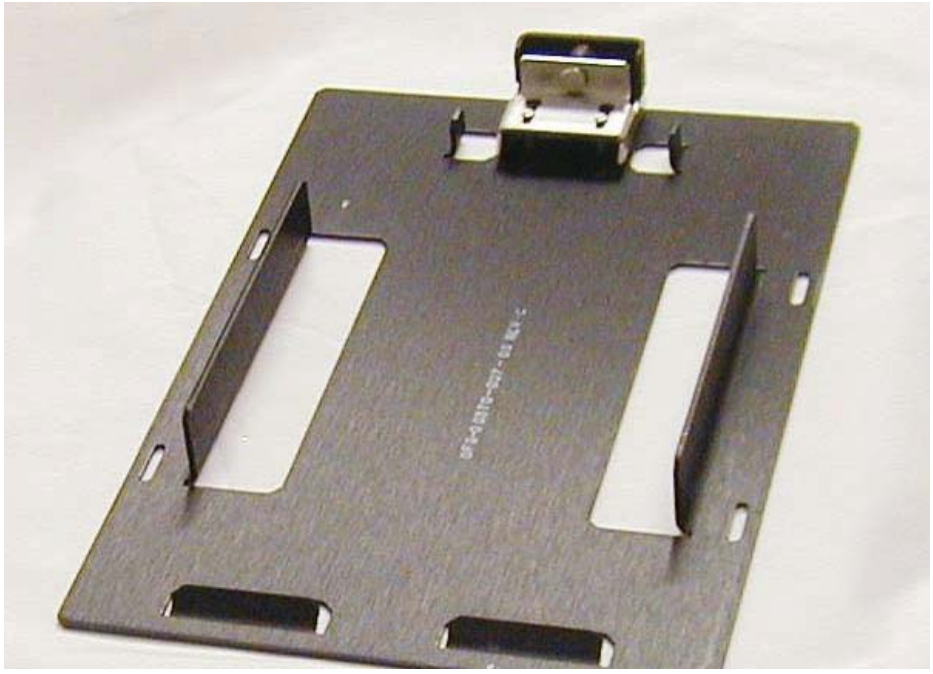
Classifications	
eClass 6.0	27-26-07-08

Notes	
Notes	

Similar products

Order No.	Part designation	Version
1013430000	BLF 5.08/02/180 SN BK BX	PCB plug-in connector, PUSH IN, Clamping range, max.: 3.31 mm², Pitch in mm: 5.08 mm, No. of poles: 2, 180°, Box

TCU SNAP-IN BRACKET KIT



DFS Assembly Number	Product Description
DFS-00370-008-10	TCU SNAP-IN BRACKET KIT

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

Data Flow Systems, Inc. 605 N. John Rodes Blvd., Melbourne, FL 32934
www.DataFlowSys.com Phone: 321-259-5009 Email: info@dataflowsys.com

YUASA BACK-UP BATTERY

NP SERIES

Model	Nominal Capacity
NP2.6-12	2.6 AH

Technical Data

Volts	12
Length	5.27 Inches
Width	2.64 Inches
Height	2.52 Inches
Weight	2.47 Pounds

Data Flow Systems

Data Flow Systems, Inc. * 605 N John Rodes Blvd * Melbourne, FL 32934 * (321)259-5009

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

Transient Filter Shield

For use with the 200 Series RTU family and the Telemetry Control Unit, the TFS is designed to protect DFS equipment from high voltage transients, surges, and spikes.

The TFS001 is a DIN rail-mounted energy limiting device for use in protecting DFS TAC II Telemetry equipment from high voltage transients, surges, and spikes. It works in concert with the energy clamping devices built into all TAC II modules, resulting in high quality, non-destructive transient protection. The TFS' primary function is to protect RTU / TCU power and incoming three-phase voltage to a DFS phase monitor. It can also be used to protect DFS Digital Monitor points whose dry contacts are biased with 120VAC. Likewise, any DFS Digital Control outputs operating at 120VAC can also be protected.

Features at a Glance

- 120V/240V AC Powerline Operation
- 480V (with voltage dropping resistors) AC Powerline Operation
- Non-Destructive transient protection
- Protected circuits withstand multiple transients up to 6.5KV, 3.2KA without any damage or loss of operation
- Larger transients simply blow an externally serviceable fuse
- Reduces nuisance fuse blowing
- Can be used to protect Digital Inputs & Outputs
- Exceeds ANSI / IEEE Standard C62.41
- 4 protected AC channels, plus one neutral
- Convenient DIN rail mounting
- UL 1283 Recognized
- One Year Warranty

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

Data Flow Systems, Inc. 605 N. John Rodes Blvd., Melbourne, FL 32934
www.DataFlowSys.com Phone: 321-259-5009 Email: info@dataflowsys.com

Specifications

Model	TFS001-02
One protected channel	120 VAC 2 Amp maximum load (Hot and Neutral)
Three protected channels	120 VAC 1 Amp maximum load each (Hot only); 240 VAC 1 Amp maximum load each (Hot only); 480 VAC (with voltage dropping resistors) 1 Amp maximum load each (Hot only)

Ordering Information

The following kits contain the support components to install the specified unit or module:

Telemetry Control Unit (TCU001)	DFS-00319-008-1
RTU00X with PCM001	DFS-00319-008-4
RTU2XX with PCM001	DFS-00319-008-5
RTU2XX without PCM001	No Kit Needed
Extra 1 Amp Fuse Holder Assembly	DFS-00271-008-9
RTU00X without PCM001	DFS-00271-008-A
Extra 2 Amp Fuse Holder Assembly	DFS-00271-008-A
Extra 47 K ohm Resistor Assembly	DFS-00271-008-1

Warranty

This product carries a one (1) year return-to-factory warranty against defects in material and workmanship. When installed with factory recommended surge protection, the return-to-factory warranty is extended to three (3) years and is also covered against damage due to lightning and surge. DFS will repair or replace at its option, F.O.B. Melbourne, Florida, any part or parts of this product during the warranty period. A Return Authorization (RA) must be obtained by contacting the DFS Factory Repair Center at 321-259-5009 or by email at rma@dataflowsys.com.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

120/240 VAC, 1-Phase Surge Suppressor

Specifications

Model	SPS001
Class	Secondary Surge Arrester
Agency Approvals	UL838 and cUL listed (UL-OWHX)
Connection Method	Hardwired parallel
Service Configuration	Single Φ Delta (2W+G)
Service Voltage	120/240 VAC
MCOV	130/260V
Peak Surge Current	100,000 Amps
Protection Modes	L-G, L-L
Indicators (2)	LED status indicator for each phase
Housing	High impact plastic
Size	4.35”H x 3.55”W x 1.6”D
Weight	0.75 lbs

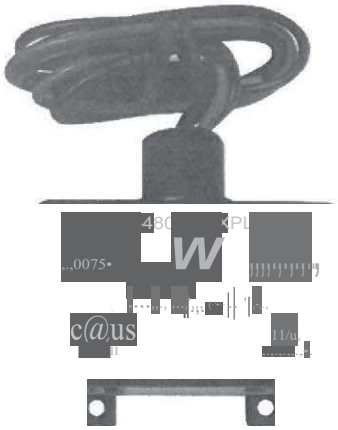
Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

Data Flow Systems, Inc. 605 N. John Rodes Blvd., Melbourne, FL 32934
www.DataFlowSys.com Phone: 321-259-5009 Email: info@dataflowsys.com

DTK-CMXPLUS Series

Three Phase Surge Protective Devices, 240VAC – 600VAC

DITEK Surge Protection



DITEK's CMXPLUS Series of durable, cost-effective surge protective devices are used in a wide range of applications. These compact parallel-mount SPD's are available for 240V, 480V and 600V systems; and are the best choice for effective, performance driven surge protection.

Product Features

- **NEMA 4X** enclosure allows for use in harsh environments
- Parallel connection for easy installation
- Diagnostic LED indicates system power and function
- Automatically resets to handle multiple surge events

Applications

- Electric Panels
- Control Panels
- Pumps and Motors
- HVAC Equipment

Accessories

- DINRail Mounting Kit - DTK-DRK

Technical Specifications

Service Voltage:	See chart
Protection Modes:	L-G, L-L
Surge Current Rating:	75,000A
SCCR:	10kA
Nominal Discharge Current Rating (In):	10kA

Meehanical Characteristics

Connection Method:	¾" NPT Parallel Wired
Housing:	NEMA4X
Operating Temperature:	-31°F - 104°F (-35°C - 40°C)
Maximum Humidity:	95% non-condensing
Dimensions:	3.5"L x 1 . 89 "W x 3 .4"H (88.9mm x 48.3mm x 86.4mm)
Weight:	0.55 lb. (0.25 kg)

Quality, Standards & Approval

Agency Approvals:	UL 1449 , 4th Edition
SPD Type:	Type 1 SPD
Warranty:	Ten Year Limited Warranty

	Part Number	Service Configuration	Service Voltage	MCOV	Voltage Rating
240V	**DTK-2403CMXPLUS**	Three¢> Delta (3W + G)	240VAC	320V	1,200V L-G 2,000V L-L
480V	**DTK-4803CMXPLUS**	Three ct> Delta (3W + G)	480VAC	550V	1,800 L-G 3,000 L-L
	DTK-6003CMXPLUS	Three ct> Delta (3W + G)	600VAC	690V	2,000V L-G 4,000V L-L

Biery precaution has been taken to enSI.fe that this literature is accurate and complete. OITEK Corporation assumes no responsibility and disclaims all liability for damages resulting from the use of Ihfs information or for any error.. or omissions.

One DITEK Center 1720 Starkey Road - Largo, FL 33771
Phone: 1-800-753-2345 Direct: 727-812-5000
Technical Support: 1-888-472-6100
www .diteksurgeprotection.com

Doc. Number: SPS-10002-4008 Rev 13 11/17
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MADE IN U.S.A

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

■ Surge Protection
For *Business-Critical Continuity™*

Edco DRS Series

DIN Rail Protection

The Edco DRS Series is a din rail mountable, single pair surge suppression module implementing three-stage hybrid technology. This module addresses over-voltage transients with gas tubes and silicon avalanche components. In addition, sneak currents are mitigated with resetable fuses (PTCs). The PTCs increase resistance several orders of magnitude when over-currents exceed safe levels. A normal state resumes when over-currents are removed. The ability to self-restore in this manner significantly increases suppressor performance and survivability.

The Edco DRS Series mounts onto a standard 35mm industrial din rail. There are three “Field Side” and three “Electronics Side” screw terminals. One is reserved for a shield. Three electrically tied ground terminals are provided for grounding the Edco DRS Series unit to Building-Approved Ground. Shield is isolated from ground. For a 2-terminal version without a shield, order the Edco DRS-xxx-2.

General TechnicalSpecifications

Part Number	Max Peak Signal Voltage	Nominal Breakdown Voltage	Max Current Ip 10x1000?s (Occurrences)	Peak Current 8x20?s	Typ Cap (pf)	Max Continuous Current	Nominal Series Resistance
DRS-008	6	8	>100	10KA	1500	150ma	5 Ω
DRS-015	12	15	>100	10KA	1500	150ma	5 Ω
DRS-232	15	22	>100	10KA	1500	150ma	5 Ω
DRS-030	24	30	>100	10KA	1500	150ma	5 Ω
DRS-036	30	36	>100	10KA	1500	150ma	5 Ω
DRS-043	35	43	>100	10KA	1500	150ma	5 Ω
DRS-050	43	50	>100	10KA	1500	150ma	5 Ω
DRS-060	52	60	>100	10KA	1500	150ma	5 Ω
*DRS-175	200	250	>10	8KA	1500	150ma	5 Ω
**DRS-130 RMS	170	200	>10	8KA	1500	5A	None

**NOT UL 497B Listed*

*** WARNING!! Edco DRS-130 RMS is for Discrete Signal Use Only. Do not use Edco DRS-130 RMS on 120 VAC Power Lines. This unit is a Non-Hybrid, MOV design, rated above 5A operational current and can withstand greater than eight occurrences of a 10kA 8x20µs waveform, and greater than 1000 occurrences of a 200A 10x1000µs waveform.*

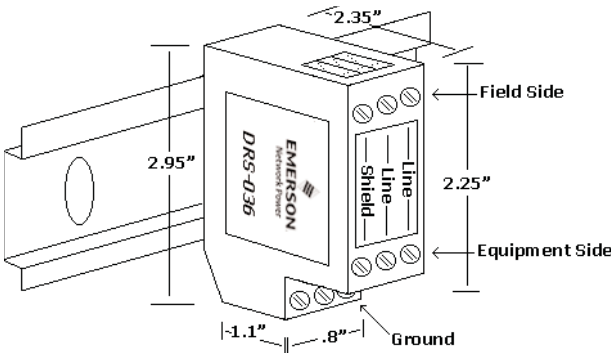
Features

- Low-voltage data surge protection
- Three-stage hybrid protection
- Sneak/fault current protection with resettable fuses (PTCs)
- Operating temperature -40c˚ to +85c˚
- Low profile packaging
- Easy installation
- Fits standard 35mm din rail
- Fast response time <1 nanosecond
- UL 497B Listed
- 5 year warranty

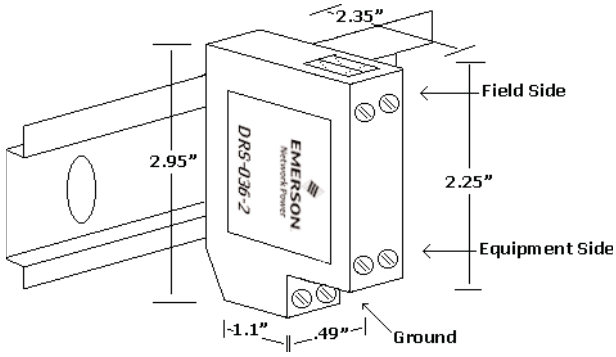
Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

EMERSON
Network Power

Installation



3-Terminal Device



2-Terminal Device

Maximum Wire Size = 12 AWG

Installation Instructions

Read and Understand These Instructions:

These protectors are intended for indoor use on communication loop circuits which have been isolated from the Public Switch Telephone Network.

The communication loop circuits shall not be exposed to accidental contact with the electric light or power conductors. The protectors shall be installed per the applicable requirements of the National Electric Code, ANSI/NFPA 70.

Emerson Network Power.
The global leader in enabling *Business-Critical Continuity™.*

- AC Power
- Connectivity
- DC Power
- Embedded Computing
- Embedded Power
- Industrial Power
- Infrastructure Management & Monitoring
- Outside Plant
- **Power Switching & Controls**
- Precision Cooling
- Racks and Integrated Cabinets
- Services

Emerson Network Power Contact information

Headquarters
Surge Protection
100 Emerson Parkway
Binghamton, NY 13905
T: (607) 721-8840
T: (800) 288-6169
F: (607) 722-8713
E: contactsurge@emerson.com

www.emersonnetworkpower.com/surge

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Network Power

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Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

RF PIGTAIL ASSEMBLY MATERIAL:

(1) RG58 COAX CONNECTOR, N-TYPE, MALE

(1) RG58 COAX CONNECTOR, BNC, MALE

(1) 46" LENGTH, RG58/U BELDEN COAXIAL CABLE

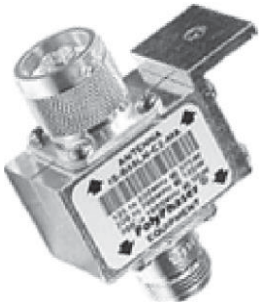
(2) HEATSHRINK, ALPHA FIT-321-1/4"

Data Flow Systems, Inc.		DFS-00125-008-12
DRAWN:	SIZE	CABLE ASSY COAXIAL PIGTAIL
DATE: 2/14/96	SCALE	DWG NO. REV B
		SHEET 1 OF 1

PolyPhaser CORPORATION

T GROUP COMPANY

IS-BS0LN-C2-MA ..v Broadband de Blocked Protector



For general radio use; surface or bulkhead mountable options. Special note: NOT for use where transmitter combining is performed.

- **Multi-strike capability**
- **Low strike throughput energy**
- **Flange mount and bulkhead mount options**

1/iew the Technical Drawing for This Product (AutoDesk DWF)

Note: Our downloads require the following browser plug-ins: Adobe Acrobat Reader and Autodesk WHIP! Viewer .

Technical Specifications:	
Freq. Range:	125- lO00MHz
Mounting:	Bulkhead
Protected Side Connector:	N Female 500
Surge Side Connector:	**N** Male 500
Unit Impedance:	500
Insertion Loss:	:::; 0.ldB
Protected Side Isolation:	No
Sampling Port:	No
Throughput Energy:	:::; 220µJ for 3kA@ 8/20µs Waveform
Throughput Voltage:	:::; 150 Vpk
Turn-On Voltage:	+/-600 Volts
Voltage Standing Wave Ratio:	**1.1 : 1**
Weatherized:	Weatherize Using PolyPhaser Part #WK-1

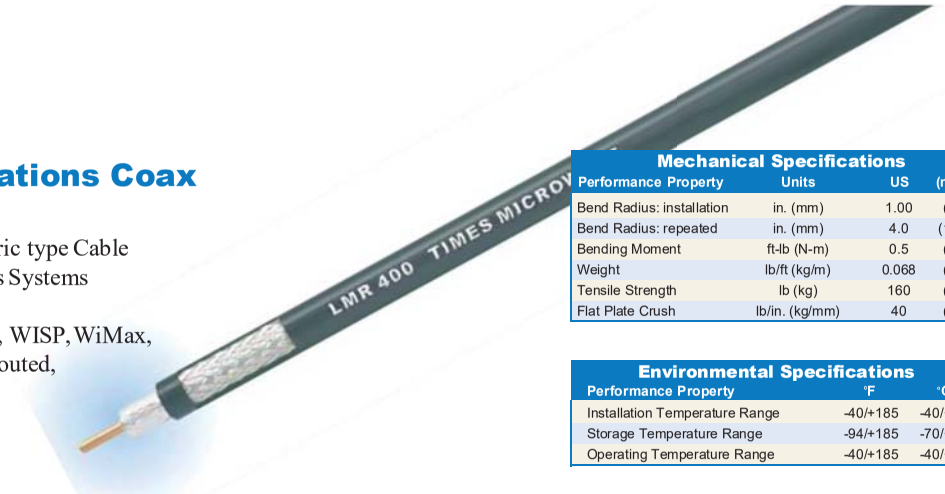
Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

TIMES MICROWAVE SYSTEMS

LMR®-400
Flexible Low Loss Communications Coax

Ideal for...

- Drop-in replacement for RG-8/9913 Air-Dielectric type Cable
- Jumper Assemblies in Wireless Communications Systems
- Short Antenna Feeder runs
- Any application (e.g. WLL, GPS, LMR, WLAN, WISP, WiMax, SCADA, Mobile Antennas) requiring an easily routed, low loss RF cable



• **LMR®** standard is a UV Resistant Polyethylene jacketed cable designed for 20-year service outdoor use. The bending and handling characteristics are significantly better than air-dielectric and corrugated hard-line cables.

• **LMR®- DB** is identical to standard LMR plus has the advantage of being watertight. The addition of waterproofing compound in and around the foil/braid insures continuous reliable service should the jacket be inadvertently damaged during installation or in the future.

• **LMR®- FR** is a non-halogen (non-toxic), low smoke, fire retardant cable designed for in-building runs that can be routed anywhere except air handling plenums. LMR-FR is UL/NEC & CSA rated 'CMR' and 'FT4' respectively, meets FAA FAR25 requirements and is MSHA-P for mining applications.

• **LMR®- FR-PVC** is a general-purpose indoor cable and has a UL/NEC & CSA rating of 'CMR' and 'FT4' respectively. It is less expensive than LMR-FR, however it emits toxic fumes (HCL) and greater smoke density when burned.

• **LMR®- PVC** is designed for low loss general-purpose applications and is somewhat more flexible than the standard polyethylene jacketed LMR.

• **LMR®- PVC-W** is a white-jacketed version of LMR-PVC for marine and other applications where color compatibility is desired.

• **Flexibility** and bendability are hallmarks of the LMR-400 cable design. The flexible outer conductor enables the tightest bend radius available for any cable of similar size and performance.

• **Low Loss** is another hallmark feature of LMR-400. Size for size LMR has the lowest loss of any flexible cable and comparable loss to semi-rigid hard-line cables.

• **RF Shielding** is 50 dB greater than typical single shielded coax (40 dB). The multi-ply bonded foil outer conductor is rated conservatively at >90 dB (i.e. >180 dB between two adjacent cables).

• **Weatherability**: LMR-400 cables designed for outdoor exposure incorporate the best materials for UV resistance and have life expectancy in excess of 20 years.

• **Connectors**: A wide variety of connectors are available for LMR-400 cable, including all common interface types, reverse polarity, and a choice of solder or non-solder center pins. Most LMR connectors employ crimp outer attachment using standard hex crimp sizes.

• **Cable Assemblies**: All LMR-400 cable types are available as pre-terminated cable assemblies. Refer to the section on FlexTech for further details.

Part Description

Part Number	Application	Jacket	Color	Stock Code
LMR-400	Outdoor	PE	Black	54001
LMR-400-DB	Outdoor/Watertight	PE	Black	54091
LMR-400-FR	Indoor/Outdoor Riser CMR	FRPE	Black	54030
LMR-400-FR-PVC	Indoor/Outdoor Riser CMR	FRPVC	Black	54073
LMR-400-PVC	General Purpose	PVC	Black	54218
LMR-400-PVC-W	General Purpose	PVC	White	54204

Construction Specifications

Description	Material	In.	(mm)
Inner Conductor	Solid BCCAI	0.108	(2.74)
Dielectric	Foam PE	0.285	(7.24)
Outer Conductor	Aluminum Tape	0.291	(7.39)
Overall Braid	Tinned Copper	0.320	(8.13)
Jacket	(see table above)	0.405	(10.29)

TIMES MICROWAVE SYSTEMS

Mechanical Specifications

Performance Property	Units	US	(metric)
Bend Radius: installation	in. (mm)	1.00	(25.4)
Bend Radius: repeated	in. (mm)	4.0	(101.6)
Bending Moment	ft-lb (N-m)	0.5	(0.68)
Weight	lb/ft (kg/m)	0.068	(0.10)
Tensile Strength	lb (kg)	160	(72.6)
Flat Plate Crush	lb/in. (kg/mm)	40	(0.71)

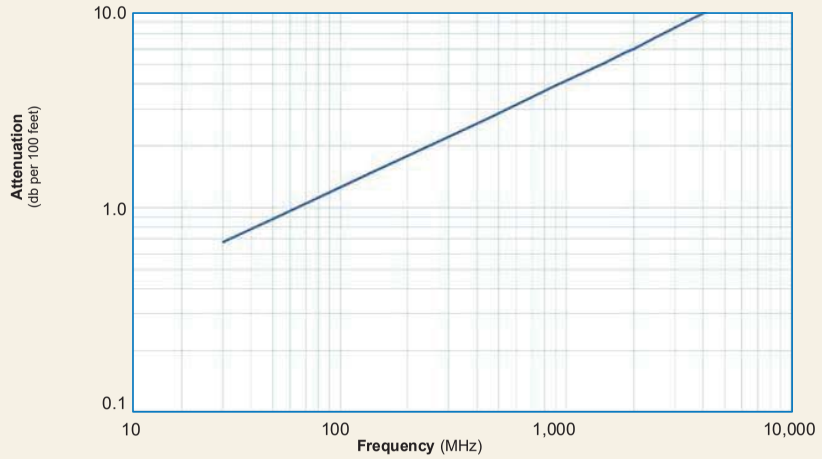
Environmental Specifications

Performance Property	°F	°C
Installation Temperature Range	-40/+185	-40/+85
Storage Temperature Range	-94/+185	-70/+85
Operating Temperature Range	-40/+185	-40/+85

Electrical Specifications

Performance Property	Units	US	(metric)
Velocity of Propagation	%	85	
Dielectric Constant	NA	1.38	
Time Delay	nS/ft (nS/m)	1.20	(3.92)
Impedance	ohms	50	
Capacitance	pF/ft (pF/m)	23.9	(78.4)
Inductance	uH/ft (uH/m)	0.060	(0.20)
Shielding Effectiveness	dB	>90	
DC Resistance			
Inner Conductor	ohms/1000ft (/km)	1.39	(4.6)
Outer Conductor	ohms/1000ft (/km)	1.65	(5.4)
Voltage Withstand	Volts DC	2500	
Jacket Spark	Volts RMS	8000	
Peak Power	kW	16	

Attenuation vs. Frequency (typical)



Frequency (MHz)	30	50	150	220	450	900	1500	1800	2000	2500	5800
Attenuation dB/100 ft	0.7	0.9	1.5	1.9	2.7	3.9	5.1	5.7	6.0	6.8	10.8
Attenuation dB/100 m	2.2	2.9	5.0	6.1	8.9	12.8	16.8	18.6	19.6	22.2	35.5
Avg. Power kW	3.33	2.57	1.47	1.20	0.83	0.58	0.44	0.40	0.37	0.33	0.21

Calculate Attenuation =
$(0.122290)\sqrt{FMHz} + (0.000260) \cdot FMHz$ (interactive calculator available at http://www.timesmicrowave.com/cable_calculators)
Attenuation:
VSWR=1.0 ; Ambient = +25°C (77°F)
Power:
VSWR=1.0; Ambient = +40°C; Inner Conductor = 100°C (212°F); Sea Level; dry air; atmospheric pressure; no solar loading

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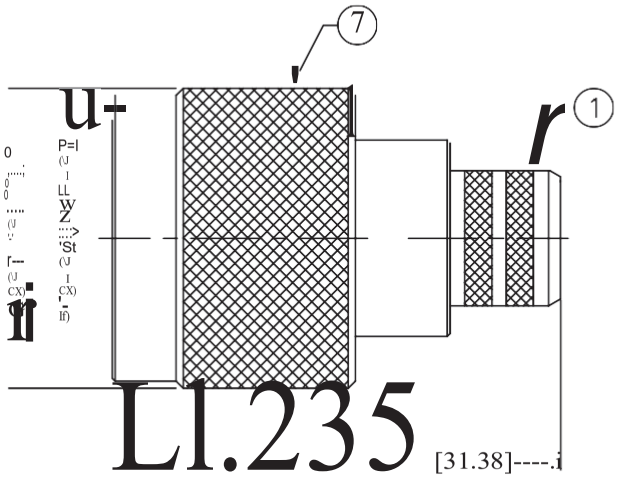
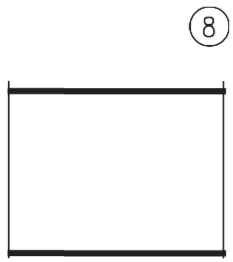
ALL DIMENSIONS ARE REFERENCE ONLY

PART NO. **RFN-1006-3I**

REV	DESCRIPTION	DWN	DATE	APPROVED
N1	ADD CRIMP TOOL, PIN LENGTH & SOLDER NOTE / P/N WAS 8103	CZS	10/11/04	JDMc
P	CHG. PIN DESIGN / ADJUST STRIPPING DIM. / UPDATE DWG & SPECS	CZS	4/22/05	JDMc
R	CHANGE PIN CRIMP DIE SIZE	CZS	3/6/05	JDMc
S	ADDED RG-8 TO SOLDER ONLY NOTE	CZS	8/8/06	JDMc

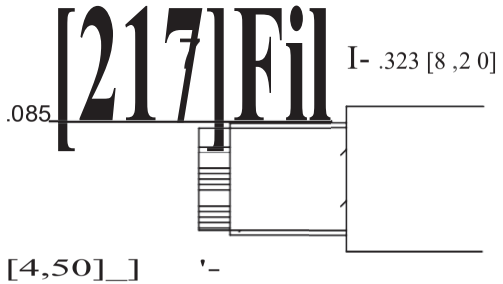




RECOMMENDED CRIMP DIE: .429"

RECOMMENDED CRIMP DIE: .118" OR .128"

* "SOLDER ONLY" FOR RG-8/U TYPE & "E" CABLE GROUP



RECOMMENDED STRIPPING INSTRUCTIONS

SPECIFICATIONS:

IMPEDANCE: 50 Ohms
FREQUENCY RANGE: 0-11 GHz
VSWR: 1 .3 Max. @ 9 GHz
INSERTION LOSS: .0 6 dB Ma x. X f GH z
WORKING VOLTAGE: 1 k V rms @ sea level
TEMPERATURE RANGE: -65°C TO 85°C
INSULATION RESISTANCE: 5k M Ohms min.
(E) RG-8, 8A, 213/U, ALPHA 9008, 9213, BELDEN 8267, 9251, 9880, 89880, INTERCOMP 4085, 22132, TIMES AA-4478
(I) FOR BELDEN 821 4 , 991 3 , 991 3F, 991 4, *RG-8/U TYPE, CAROL C1180, TIMES AA-5886 & LMR-400 CABLE

#	DESCRIPTION	Q1Y	MATERIAL	FINISH
1	BODY		BRASS	SILVER, 5 μ"
2	PIN		BRASS	GOLD, 3μ'
3	INSULATOR		PTFE	---
4	RETAINING RING		BRASS	SILVER, 5 μ"
5	GASKET		SI RUBBER	---
6	GROUND RING		BRASS	SILVER, 5 μ"
7	SHELL		BRASS	SILVER, 5 μ"
8	FERRULE		BRASS	SILVER, 5 μ"
9				
10				
11				
12				
13				
14				

000486

APPROVALS	DATE
DRAWN C. ZUNIGA	8/8/06
CHECKED	
ORJ DRAWN P. BREAUX	8/20/92

UNLESS OTHERWISE SPECIFIED:

DIMENSIONS ARE IN INCHES AND [MILLIMETERS]
UNLESS OTHERWISE NOTED TOLERANCES ARE:
DECIMALS | DIAMETER

J:J connect
DIVISION OF RF INDUSTRIES, LTD.
7610 MIRAMAR RD
SAN DIEGO, CA 92126
(858) 549-6340
(858) 549-6345 FAX

N PLUG, CRIMP

SIZE	CABLE GROUP	DWG NO	REV
A	E & I	RFN-1006-31	S

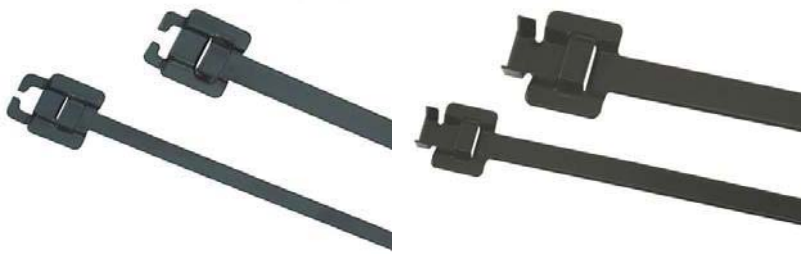
SCALE: NTS | CAD FILE OUTLINE | SHEET 1 OF 1

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

BAND-IT® Ties

The Reusable Stainless Steel Cable Tie

(back to index)



AA Series 200/300 SS BAND-IT® Ties **AE Series 316 SS BAND-IT® Ties**

BAND-IT® Ties Product Sheet	PDF
Why does BAND-IT offer coated cable ties and band?	PDF

Features

The BAND-IT Cable Tie - AA Series

- Constructed of 200/300 Stainless Steel with Nylon 11 coating
- Nylon 11 provides good chemical and salt spray resistance, excellent abrasion resistance and flexibility
- One-piece construction with unique buckle designs capable of double wrapping for special strength requirements and reliable installation
- UL listed and DNV Approved

The BAND-IT Cable Tie - AE Series

- Constructed of 316 Stainless Steel with PPA571 coating
- PPA 571 is resistant to stress cracking, adverse weather conditions, detergents, salt spray and typical airbourne pollutants
- One-piece construction with unique buckle designs capable of double wrapping for special strength requirements and reliable installation
- DNV Approved

BAND-IT® Ties - 200/300 Stainless Steel Nylon 11 Coated

Part #	Material*	Width		Length		Thickness Coated		Maximum Diameter Single Wrap		Minimum Loop Tensile Strength (Lbs)	Package Quantity	Package weight	
		In	mm	In	mm	In	mm	In	mm			Lbs	Kg
AA1118	200/300 SS	1/4	6.4	6.0	152	0.026	0.66	1.5	38	75/300**	100 / Bag	1.4	0.6
AA1128	200/300 SS	1/4	6.4	9.0	229	0.026	0.66	2.5	63	75/300**	100 / Bag	1.8	0.8
AA1138	200/300 SS	1/4	6.4	12.0	305	0.026	0.66	3.4	86	75/300**	100 / Bag	2.1	1.0
AA1148	200/300 SS	1/4	6.4	18.0	457	0.026	0.66	5.4	137	75/300**	100 / Bag	3.0	1.4
AA1158	200/300 SS	1/4	6.4	24.0	610	0.026	0.66	7.3	185	75/300**	100 / Bag	3.7	1.7
AA3118	200/300 SS	3/8	9.6	6.0	152	0.026	0.66	1.5	38	100/500**	100 / Bag	1.8	0.8
AA3128	200/300 SS	3/8	9.6	9.0	229	0.026	0.66	2.5	63	100/500**	100 / Bag	2.5	1.1
AA3138	200/300 SS	3/8	9.6	12.0	305	0.026	0.66	3.4	86	100/500**	100 / Bag	3.1	1.4

AA3148	200/300 SS	3/8	9.6	18.0	457	0.026	0.66	5.4	137	100/500**	100 / Bag	4.4	2.2
AA3158	200/300 SS	3/8	9.6	24.0	610	0.026	0.66	7.3	185	100/500**	100 / Bag	6.6	3.0
AA3168	200/300 SS	3/8	9.6	30.	762	0.026	0.66	9.1	231	100/500**	100 / Bag	7.0	3.2
AA3178	200/300 SS	3/8	9.6	36.0	914	0.026	0.66	11.0	280	100/500**	100 / Bag	8.3	3.8
AA8638	200/300 SS	5/8	15.9	12.0	305	0.044	1.1	3.4	86	200/800**	100 / Bag	5.6	2.5
AA8648	200/300 SS	5/8	15.9	18.0	457	0.044	1.1	5.4	137	200/800**	100 / Bag	7.6	3.5
AA8658	200/300 SS	5/8	15.9	24.0	610	0.044	1.1	7.3	185	200/800**	100 / Bag	9.7	4.4
AA8668	200/300 SS	5/8	15.9	30.0	762	0.044	1.1	9.1	231	200/800**	100 / Bag	11.9	5.4
AA8678	200/300 SS	5/8	15.9	36.0	914	0.044	1.1	11.0	280	200/800**	100 / Bag	13.9	6.4
BAND-IT® Ties - 316 Stainless Steel PPA571 Coated													
AE1118	316 SS	1/4	6.4	6.0	152	0.045	1.1	1.5	38	75/300**	100 / Bag	1.4	0.6
AE1128	316 SS	1/4	6.4	9.0	229	0.045	1.1	2.5	63	75/300**	100 / Bag	1.8	0.8
AE1138	316 SS	1/4	6.4	12.0	305	0.045	1.1	3.4	86	75/300**	100 / Bag	2.1	1.0
AE1148	316 SS	1/4	6.4	18.0	457	0.045	1.1	5.4	137	75/300**	100 / Bag	3.0	1.4
AE1158	316 SS	1/4	6.4	24.0	610	0.045	1.1	7.3	185	75/300**	100 / Bag	3.7	1.7
AE3118	316 SS	3/8	9.6	6.0	152	0.045	1.1	1.5	38	100/500**	100 / Bag	1.8	0.8
AE3128	316 SS	3/8	9.6	9.0	229	0.045	1.1	2.5	63	100/500**	100 / Bag	2.5	1.1
AE3138	316 SS	3/8	9.6	12.0	305	0.045	1.1	3.4	86	100/500**	100 / Bag	3.1	1.4
AE3148	316 SS	3/8	9.6	18.0	457	0.045	1.1	5.4	137	100/500**	100 / Bag	4.4	2.2
AE3158	316 SS	3/8	9.6	24.0	610	0.045	1.1	7.3	185	100/500**	100 / Bag	6.6	3.0
AE3168	316 SS	3/8	9.6	30.0	762	0.045	1.1	9.1	231	100/500**	100 / Bag	7.0	3.2
AE3178	316 SS	3/8	9.6	36.0	914	0.045	1.1	11.0	280	100/500**	100 / Bag	8.3	3.8
Notes	Material thickness includes coating * BAND-IT reserves the right to substitute material with equal or better corrosion resistance and/or mechanical specifications. **Single / Double Wrapped												

RTU Summary

SITE INFORMATION SUMMARY
Revision Date: 04/24/23
USER NAME: Holly Hill, City of

Site Name:	LS-04
Site Address	345 10th St, Daytona Beach, FL 32117 (Volusia County)
Lat / Lon (DD/MM/SS)	29°14'30.50"N 81° 2'31.78"W
Site Elevation – ft (m)	3 ft (.91 m)
Frequency	TBD 200 MHz
Antenna	LAA217
Gain	0 dBi
ERP	1.9 Watts
Azimuth – Magnetic (True)	n/a
Height (AGL)	10 ft (1.9 m)
Path Destination (Target)	CTU @ Public Works Department
Distance to Target	.23 miles (.37 km)
Fade Margin	56.27 dB
ASR Number	n/a

Important Notes:

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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 the **LIFT STATION #4 REPLACEMENT.** The work consists of furnishing all labor, equipment, and materials for the construction of the facilities consisting of, but not limited to, the following:

Replacement of the City's Lift Station #4. Work includes demolition of existing lift station, installation of a new wet well with three (3) submersible pumps and one (1) mixer, permanent bypass pump, new electrical system and associated improvements. Pump, mixer, and permanent bypass pump equipment will be provided by the City.

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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

SECTION 01 20 00
PRICE AND PAYMENT PROCEDURES

PART 1 – GENERAL

1.01 SCOPE

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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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 Bypass Pumping **Bid Item 2**

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.

2.03 Demolition of Existing Lift Station **Bid Item 3**

Lump sum payment shall be made for the demolition, removal of equipment, abandonment, filling, 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 is responsible for proper disposal of all removed materials.

2.04 Complete Lift Station **Bid Item 4**

Lump sum payment will be made for the pumps, mixer, rails, top slab, hatch, new wetwell, valves, valve vault, yard piping, mechanical equipment, permanent bypass pump, 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. The City will supply the permanent bypass pump, submersible pumps, mixer, control panel, and accessories described in Section 01 05 00.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

2.05 Tie-Ins **Bid Item 5**

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.

2.06 Electrical **Bid Item 6**

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, telemetry, 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.

2.07 FPL Power Switchover Allowance **Bid Item 7**

An allowance is established to pay costs directly to FPL for the electrical switchover to 460v 3ph powere. No provisions for mark-up are included within the allowance.

2.08 Permit Allowance **Bid Item 8**

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.

2.09 As-Built Plans **Bid Item 9**

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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

2.10 MOT — Bid Item 10

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.

2.11 Restoration — Bid Item 11

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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

B. Related Requirements Described Elsewhere:

1. Conditions of the Construction Contract.
2. Section 00 84 60 - Stored Material Form

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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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 **90** 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 ($1,000)** 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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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 Form
5. Section 01 33 23 - Shop Drawings, Project Data, and Samples
6. Section 01 29 73 - Schedule of Values

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

C. Identification of Listings: By major specification section numbers as applicable and by utility.

D. Construction Progress Schedules shall be computer generated using software offered by Primavera, 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:

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

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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:

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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 indicted 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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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 photographs
4. Completion construction photographs

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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

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 (3) 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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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. 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.

G. 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 (3) days' notice will be given, where feasible.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

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.

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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.

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.

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3. Vantage points: Following suggestions by Architect and Construction Manager and Contractor, photographer shall select vantage points.

3.03 DELIVERY OF 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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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 submitted to Engineer
3. Date returned to Contractor (from Engineer).
4. Status of Submittal (Approved, Approved as Noted, Not Approved/Resubmit).
5. Date of Resubmittal and Return (as applicable).
6. Date of material release (for fabrication).
7. Projected date of fabrication.
8. Projected date of delivery to site.

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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.

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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 descriptive or product data submittals/drawings electronically to the ENGINEER. The ENGINEER will review the submittals/drawings and return marked-up submittals/drawings with appropriate review comments electronically to the CONTRACTOR.

H. Once submittals/drawings are approved, they are to be distributed electronically to the OWNER, ENGINEER and 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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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. Resubmittals will be handled in the same manner as first submittals. On Resubmittals 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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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 Resubmittal; thereafter review time for subsequent Resubmittals 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 Resubmittal. 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-

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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

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

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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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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 (2) 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

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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.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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 - Hydrostatic Testing

C. The following schedule defines the responsibility for various tests.

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Test	Notes	Paid for By
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	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 (2) 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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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

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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:

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Material	Test or Test Method	Frequency
Subbase	1) AASHO 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.

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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 (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.

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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.

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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

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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.

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.

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B. Related Work Described Elsewhere:

1. Section 31 23 00 - Excavation and Fill

2. Section 32 92 00 - Turf and Grasses

PART 2 - PRODUCTS

2.01 EROSION CONTROL

A. Netting shall be fabricated of material acceptable to the Owner.

2.02 SEDIMENTATION CONTROL

A. Bales shall be clean, see-free cereal hay type.

B. Netting shall be fabricated of material acceptable to the Owner.

C. Filter stone shall be crushed stone which conforms to Florida Department of Transportation (FDOT) specifications.

D. Concrete block shall be hollow, non-load bearing type.

E. Concrete shall be exterior grade not less than 1-inch thick.

F. Sediment Fence

PART 3 – EXECUTION

3.01 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.

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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.

3.02 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.

3.03 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

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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

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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.

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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 and notify Contractor in writing of Owner's decision to accept or reject requested substitutions within ten (10) working days of receiving request. Only the Owner may accept a substitution.

2. Substitution requests made by means of Shop Drawings or product data submittal will not be considered.

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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 (5) electronic 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.

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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.

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6. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.

7. Prior to the installation or 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 of 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

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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 (7) 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.

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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.

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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

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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.

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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

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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 of 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

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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.

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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

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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 their 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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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 (1) copy in each Operation and Maintenance Manual.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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:

NAME	AFFILIATION	DATE
_____	_____	
_____	_____	
_____	_____	
_____	_____	
_____	_____	

END OF SECTION

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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 or portable storage unit device. 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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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:

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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

    b. Chemical composition

    c. Details of installation

2. Instructions for inspection, maintenance and repair

D. Additional requirements for maintenance data: Applicable sections of the Specifications.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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 (2) 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:

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

SECTION 01 78 36
WARRANTIES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Compile specified warranties 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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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 73 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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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 <u>each</u> 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

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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

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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.)

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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.

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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.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

SECTION 02 06 14
GEOTECHNICAL DATA REPORT

ATTACHMENTS:

1. Geotechnical Evaluation Prepared by Universal Engineering Sciences dated February 2, 2023

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

UNIVERSAL
ENGINEERING SCIENCES

GEOTECHNICAL EVALUATION

1060 Ridgewood Avenue Lift Station
Holly Hill, Volusia County, Florida

UES Project No. 0430.2200337.0000
UES Report No. 141298

February 2, 2023

Prepared for:

Mr. Kevin Lee, P.E.
Parker Mynchenberg & associates, Inc.
1729 Ridgewood Avenue
Holly Hill, Florida 32117

Prepared by:

UNIVERSAL ENGINEERING SCIENCES
911 Beville Road, Suite 3
South Daytona, Florida 32119
Phone (386) 756-1105 FAX (386) 760-4067

CONSULTANTS:
Geotechnical Engineering • Environmental Engineering • Construction Materials Testing Threshold Inspection • Private Provider Inspection • Geophysical Studies

OFFICES: Daytona Beach, FL • Fort Myers, FL • Fort Pierce, FL • Gainesville, FL • Jacksonville, FL • Leesburg, FL • Miami, FL • Norcross, GA • Ocala, FL • Orange City, Orlando, FL Palm Coast, FL • Panama City, FL • Pensacola, FL • Rockledge, FL • Sarasota, FL • St. Augustine, FL • Tampa, FL • West Palm Beach, FL

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

UNIVERSAL ENGINEERING SCIENCES
Consultants In: Geotechnical Engineering • Environmental Sciences
Geophysical Services • Construction Materials Testing • Threshold Inspection
Building Inspection • Plan Review • Building Code Administration

LOCATIONS:
- Atlanta
- Daytona Beach
- Fort Myers
- Fort Pierce
- Gainesville
- Jacksonville
- Kissimmee
- Leesburg
- Miami
- Ocala
- Orlando (Headquarters)
- Palm Coast
- Panama City
- Pensacola
- Rockledge
- Sarasota
- Tampa
- West Palm Beach

February 2, 2023

Mr. Kevin Lee, P.E.
Parker Mynchenberg & associates, Inc.
1729 Ridgewood Avenue
Holly Hill, Florida 32117

Reference: **GEOTECHNICAL EVALUATION**
1060 Ridgewood Avenue Lift Station
Holly Hill, Volusia County, Florida
UES Project No. 0430.2200337.0000 and UES Report No. 141298

Dear Mr. Lee:

Universal Engineering Sciences, Inc. has completed the geotechnical evaluation for the subject project located in Holly Hill, Florida. This report contains the results of our investigations, an engineering interpretation of these results with respect to the project characteristics described to us, and general recommendations for lift station design.

We appreciate the opportunity to have worked with you on this project and look forward to a continued association. Please do not hesitate to contact us if you should have any questions, or if we may further assist you as your plans proceed.

Respectfully submitted,

UNIVERSAL ENGINEERING SCIENCES

Cody Wilson, E.I.
Project Engineer

BRIAN C. POHL LICENSE 60216 STATE OF FLORIDA PROFESSIONAL ENGINEER

Brian C. Pohl, P.E.
Branch Manager
P.E. Number 60216

Cc: Ms. Katie Hooten – Parker Mynchenberg & Associates, Inc.

Attachments

CW/BCP/cme

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

1.0 INTRODUCTION

1.1 GENERAL

In this report we present the results of the subsurface evaluation for the proposed lift station at 1060 Ridgewood Avenue in Holly Hill, Florida. We have divided this report into the following sections:

- SECTION 2.0 - SCOPE OF SERVICES
- SECTION 3.0 - FINDINGS
- SECTION 4.0 - LIFT STATION DESIGN RECCOMMENDATIONS
- SECTION 5.0 - CONSTRUCTION RELATED SERVICES
- SECTION 6.0 - LIMITATIONS

2.0 SCOPE OF SERVICES

2.1 PROJECT DESCRIPTION

Project information has been provided to us during correspondence with you. We have been provided with a site plan indicating the location for the proposed lift station and the lift station bearing elevation. We understand a twelve-foot diameter lift station will be constructed adjacent to this existing lift station. We have not been provided with a bearing depth at this time. We anticipate the lift station will bear between approximately 10 and 20 feet below existing grade

Our recommendations are based upon the above considerations. If any of this information is incorrect, or if you anticipate any changes, inform Universal Engineering Sciences so that we may review our recommendations.

2.2 PURPOSE

The purposes of this investigation were:

- to investigate the general subsurface conditions at the site;
- to interpret and review the subsurface conditions with respect to the proposed construction; and
- provide general recommendations for lift station design.

This report presents an evaluation of site conditions on the basis of traditional geotechnical procedures for site characterization. The recovered samples were not examined, either visually or analytically, for chemical composition or environmental hazards. Universal Engineering Sciences would be pleased to perform these services, at your request.

Our investigation was confined to the zone of soil likely to be stressed by the proposed construction. Our work did not address the potential for surface expression of deep geological conditions, such as sinkhole development related to karst activity. A deep geological evaluation requires a more extensive range of field services than performed in this study.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

2.3 FIELD INVESTIGATION

2.3.1 Borings

The subsurface conditions within the proposed lift station area were investigated with one (1) Standard Penetration Test (SPT) boring advanced to a depth of approximately 50 feet below the existing grade. We performed the SPT Boring according to the procedures of ASTM D-1586.

The boring was located by our field personnel using taped measurements from existing site features, and should be considered accurate only to the degree implied by the method used. The location of the boring is presented on the attached Boring Location Plan in Appendix A.

Samples obtained from the boring were transported to our laboratory for further evaluation. Samples of the soils encountered will be held in our laboratory for your inspection for 60 days unless we are notified otherwise.

2.4 LABORATORY INVESTIGATION

The soil samples recovered from the soil boring were returned to our laboratory and then a UES engineer visually examined and reviewed the field descriptions and classified the soils using the Unified Classification System. Tests consisting of percent passing a No. 200 sieve and natural moisture content determinations were performed to aide in classification of the soils. Please see Appendix B for a description of the laboratory testing procedures.

3.0 FINDINGS

3.1 SUBSURFACE CONDITIONS

The boring location and detailed subsurface conditions are illustrated in Appendix A, Subsurface Profile. The classifications and descriptions shown on the profile are based upon visual and laboratory characterizations of the recovered soil samples. Also, see Appendix A: Key to Boring Log, for further explanation of the symbols and placement of data on the Subsurface Profile. The following discussion summarizes the soil conditions encountered.

The SPT boring, B-1, generally indicated approximately 12-inches of topsoil underlain by intermittent layers of very loose to dense fine sand (SP), fine sand with silt (SP-SM), clayey fine sand (SC) and very clayey fine sand (SC) to the boring termination depth of approximately 50.0 feet below existing grade. As an exception, concrete debris (DEBRIS) was encountered between approximately 4.0 and 7.0 feet below existing grade.

3.2 GROUNDWATER

We recorded groundwater subsequent to drilling, at a depth of approximately 4.0 feet below the ground surface. It should be noted our evaluation was performed during a relatively dry time period. Based on available published literature, existing site features, and the results of the borings, we estimate the normal seasonal high groundwater level to be approximately two feet above the measured levels. It should also be noted the estimated seasonal high water level does not provide any assurance that groundwater level will not exceed these estimated levels during any given year in the future. Should impediments to surface water drainage be present, or should rainfall intensity and duration, or total rainfall quantities, exceed the normally anticipated rainfall quantities, groundwater levels might once again exceed our seasonal high estimates. The depths of the groundwater levels encountered at the boring locations are presented on the Subsurface Profiles.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

4.0 LIFT STATION DESIGN RECOMMENDATIONS

4.1 GENERAL

The following recommendations are made based upon a review of the attached soil test data, our understanding of the proposed construction, and experience with similar projects and subsurface conditions. If the construction location changes from the provided location, we request the opportunity to review and possibly amend our recommendations with respect to those changes.

As discussed, Weight of Hammer (WOH) fine sand (SP) was encountered between approximately 4.0 and 13.5 feet below existing grade at our boring location. Additionally, concrete debris (DEBRIS) was encountered between approximately 4.0 and 7.0 feet below existing grade. Weight of Hammer (WOH) soil and concrete debris (DBERIS) are indicative of buried debris. We recommend backhoe excavated test pits should be performed within and adjacent to the proposed structure. It is our opinion the backhoe excavated test pits will enable UES to determine the necessity of any materials to be removed and if so, the horizontal and vertical extent limits of the unsuitable material to be removed. Any significant debris, if encountered, will require removal and replacement with suitable fill material as discussed in Section 4.2. Any soils containing debris are not suitable for use as structural backfill soil.

Additionally, if subsurface conditions are encountered during construction which were not encountered in the boring, report those conditions immediately to us for observation and recommendations.

4.2 LIFT STATION

It appears the proposed lift station will bear in the very loose to medium dense fine sand (SP). We consider the sandy soils capable of adequately supporting the pump station structure. Moderate compaction will be required at the subgrade and foundation bearing levels.

If the lift station bearing level extends beyond the currently proposed depth, we recommend a minimum of a three-foot separation be maintained between the lift station bearing levels and the top of the clayey soils.

It should be noted that dewatered conditions will need to be maintained to preclude pumping conditions. Pumping soils are unstable, and therefore not suitable for support of subsurface structures. Unstable soils, resulting from insufficient dewatering, could require removal and replacement with dry, compacted structural backfill soil. The replacement of unstable, in-place soil may add considerable expense to the project. Temporary groundwater dewatering should be the responsibility of the contractor.

We anticipate the buried lift station will exert little or no net downward pressure on the soils, rather, the structure may be subject to hydrostatic uplift pressure when the lift station is empty. Below grade structures should be designed to resist lateral earth pressures and hydrostatic uplift pressures appropriate for their depth below existing grade and wet season groundwater table.

The walls of the structure should be designed to resist at rest lateral earth pressures, with equivalent fluid densities above and below the water table being as follows:

Above Water Table - Equivalent Fluid Density	55 pcf
Below Water Table - Equivalent Fluid Density	90 pcf

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

The water table for wall design purposes should be assumed to be at the estimated seasonal high level.

Foundation Preparation - Based on our evaluation of the soil conditions encountered in this area, we offer the following recommendations for the proposed underground construction.

1. The proposed construction area should be dewatered as necessary and excavated to the required foundation depth. Excavation work will be required to meet OSHA Excavation Standard Subpart P regulations, Type C Soils. Either a braced sheet pile structure or an excavation with temporary side slopes cut back at 1.5 horizontal to 1.0 vertical can be implemented, depending on the specific project requirements. The side slope of 1.5 horizontal to 1.0 vertical is contingent upon the dewatering system adequately controlling slope seepage. Sheet piling should be designed according to OSHA sheeting and bracing requirements. We recommend a Florida registered Professional Engineer design the sheeting/bracing system.

2. A dewatering system will be required for the project. The water table should be maintained at least 2 feet below the depth of excavation required. The dewatering system should not be decommissioned until sufficient deadweight exists on the structure to prevent uplift or the uplift protection system as described below, if necessary, is in place.

3. Excavate to the planned foundation bearing level. Compact subgrade soils until a density of at least 95% of the Modified Proctor maximum dry density is achieved within the upper one foot. Structural backfill required in the foundation excavation should be placed in loose lifts of 6 inches and compacted until a density of at least 95 percent of the soil's Modified Proctor maximum dry density is achieved. As discussed, soils containing debris are not suitable for use as structural backfill soil. Compaction operations should be performed with hand-held equipment. The backfill should be placed and compacted in this manner until the foundation bearing level is achieved.

   As an alternative to using compacted structural backfill, FDOT No. 57 stone could be used. The 57 stone should be placed and well seated until the foundation bearing level is achieved.

   Should the foundation soils experience pumping and soil strength loss during the earthwork operations, work should be immediately terminated and (1) the disturbed soils removed and backfilled with dry structural fill soils which are then compacted, or (2) the excess moisture content within the disturbed soils allowed to dissipate prior to further compaction.

4. Structural backfill which will be required around buried walls and below foundation (if stone is not used below foundation) should consist of inorganic, non-plastic sand having less than 10 percent clay and/or silt and a Unified Soil Classification of SP and/or SP-SM. We recommend the backfill exhibit moisture content within 2 percent of the optimum moisture content as determined by the modified proctor test (ASTM D1557). Backfill with clay/silt contents in excess of 5 percent likely will require strict moisture control to preclude instability problems. Care should be taken not to over compact the backfill (i.e., limit compaction to a maximum of 98 percent of the maximum density) in order to limit the lateral loads imparted to the proposed walls.

   The soils encountered at the boring with the exception of soils containing debris (DEBRIS), are considered suitable for use as structural fill and backfill. It should be understood that soils excavated from below the water table may be excessively wet and may require stockpiling or spreading to dry prior to placement and compaction.

5. Perform compliance testing in the backfill at a minimum of one location for each 6-inch lift of backfill.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

6. A representative of Universal Engineering Sciences, Inc. should be retained to provide on-site inspection and testing of excavation compaction/filling operations so that proper documentation of the required minimum compaction and compliance with the recommendations contained herein can be provided.

   Uplift Protection - When the water level within below-grade structures is maintained at or above the surrounding groundwater level, no net buoyancy will occur to the structure. However, when these structures are drained for maintenance, or as water levels fluctuate within the lift station, a positive means of uplift protection may be necessary. Hydrostatic uplift forces can be resisted in several ways including:

   1. Addition of dead weight to the structure.

   2. Mobilizing the dead weight of the soil surrounding the structure through extension of footings outside the perimeter of the structure.

   3. Use of a permanent gravity or mechanical dewatering system that is operated only when the structures are to be drained.

   4. Use of uplift piles.

We anticipate that one or more of the noted methods may be required for this construction. At your request, we would be pleased to assist you in evaluating uplift protection requirements.

5.0 CONSTRUCTION RELATED SERVICES

We recommend the owner retain Universal Engineering Sciences to perform construction materials tests and observations on this project. Field tests and observations include verification of foundation subgrades by monitoring filling operations and performing quality assurance tests on the placement of compacted natural soils and structural fill. We can also perform concrete testing, pavement section testing, structural steel testing and other construction materials testing services.

The geotechnical engineering design does not end with the advertisement of the construction documents. The design is an on-going process throughout construction. Because of our familiarity with the site conditions and the intent of the engineering design, we are most qualified to address problems that might arise during construction in a timely and cost-effective manner.

6.0 LIMITATIONS

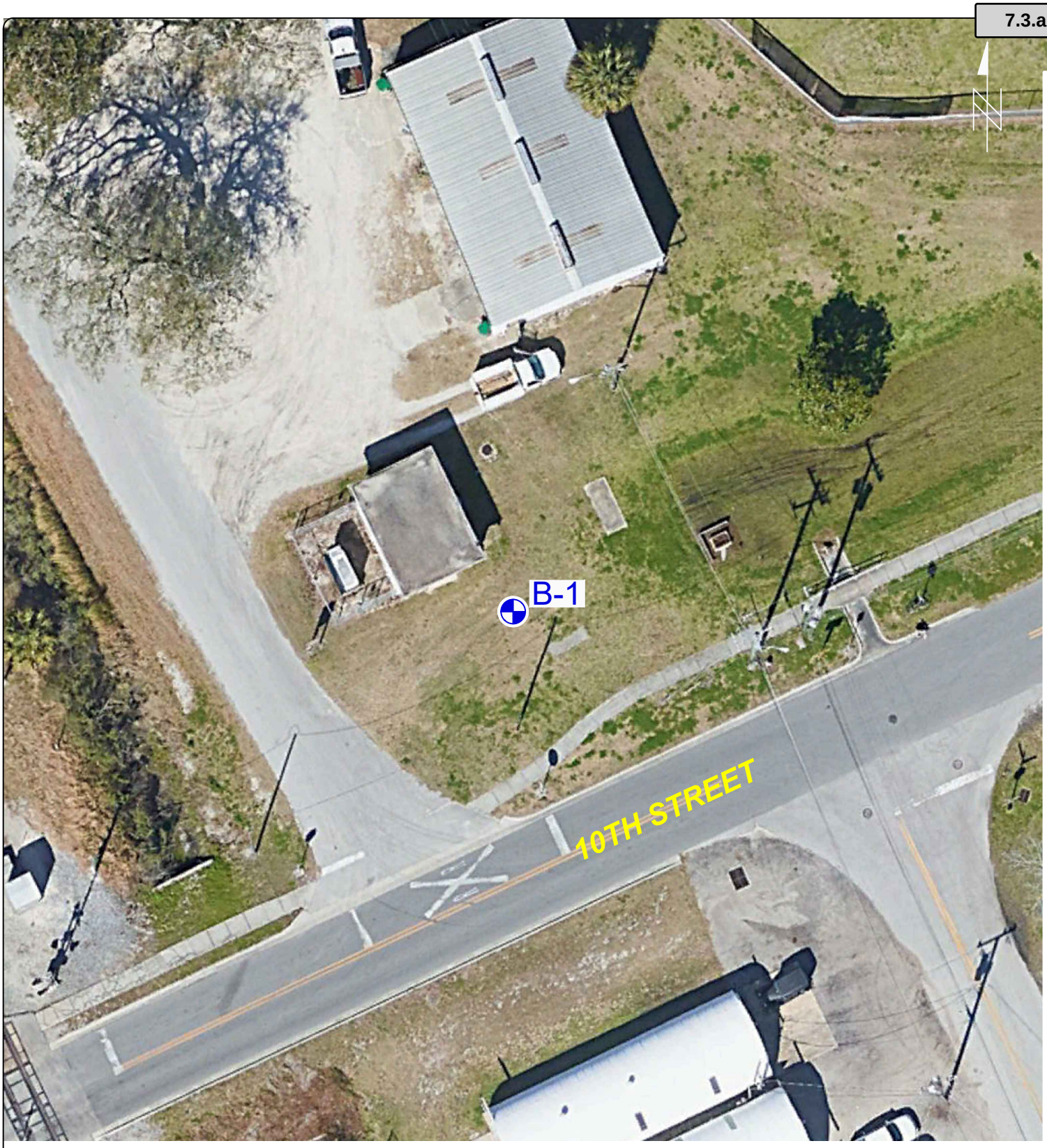
During the early stages of most construction projects, geotechnical issues not addressed in this report may arise. Because of the natural limitations inherent in working with the subsurface, it is not possible for a geotechnical engineer to predict and address all possible problems. An Association of Engineering Firms Practicing in the Geosciences (ASFE) publication, "Important Information about Your Geotechnical Engineering Report" appears in Appendix C, and will help explain the nature of geotechnical issues. Further, we present documents in Appendix C: Constraints and Restrictions, to bring to your attention the potential concerns and the basic limitations of a typical geotechnical report.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

APPENDIX A

BORING LOCATION PLAN
SUBSURFACE PROFILES
SOILS CLASSIFICATION CHART

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))



GRAPHIC SCALE
0 15 30
(IN FEET)
1 INCH ≈ 30 ft.

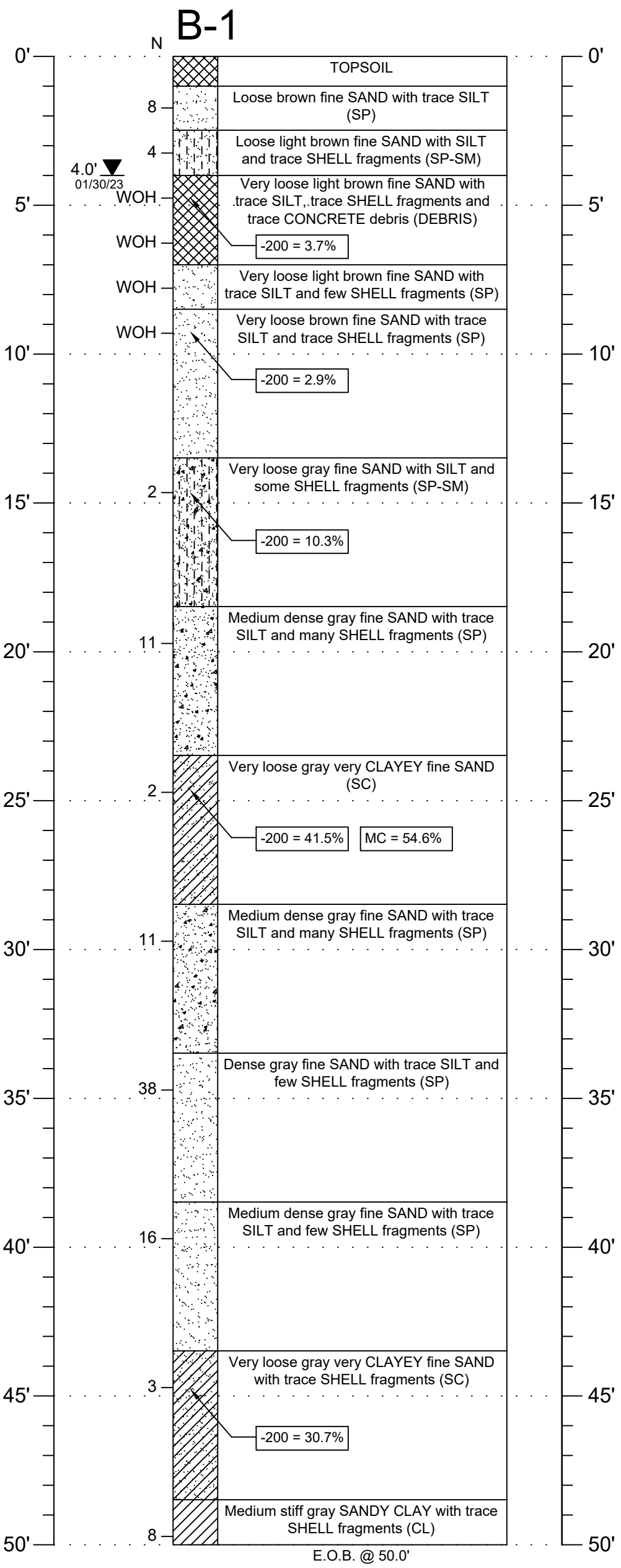
LEGEND

APPROXIMATE LOCATION OF STANDARD PENETRATION TEST (SPT) BORING

UNIVERSAL ENGINEERING SCIENCES

TITLE: BORING LOCATION PLAN			SCALE: 1" ≈ 30'
PROJECT: GEOTECHNICAL EVALUATION 1060 RIDGEWOOD AVENUE LIFT STATION HOLLY HILL, FLORIDA			PAGE/FIG. NO: A-1
DRAWN BY: MKL	DATE: 02/01/23	PROJECT NO.: 0430.2200337.0000	
CHECKED BY: BP	DATE: 02/01/23	REPORT NO.: 141298	

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))



NOTES:

▼	Measured Groundwater Level 24 (+) Hours Subsequent to Time of Drilling
(SP)	Unified Soil Classification System
EOB	End of Boring
N	Penetr. Resistance, Blows/ft.
HA	Hand Auger Method
WOH	Weight of Hammer
Kv	Coefficient of Permeability, (ft/day)
-200	% Passing No. 200 Sieve
MC	% Moisture Content

Fine SAND (SP)

Fine SAND with some to many SHELL fragments (SP)

Fine SAND with SILT (SP-SM)

CLAYEY fine SAND (SC)

SANDY CLAY (CL)

Topsoil (PT) ... some to many ORGANICS (PT), sometimes DEBRIS

UNIVERSAL ENGINEERING SCIENCES

PROJECT:
GEOTECHNICAL EVALUATION
1060 RIDGEWOOD AVENUE LIFT STATION
HOLLY HILL, FLORIDA

TITLE:
SUBSURFACE PROFILE

DRAWN BY:	MKL	DATE: 02/01/23	PROJECT NO.: 0430.2200337.0000	SCALE: NA (in feet)	PAGE/FIG. NO.: A-2
CHECKED BY:	BP	DATE: 02/01/23	REPORT NO.: 141298		

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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ENGINEERING SCIENCES

KEY TO BORING LOGS

SYMBOLS

SYMBOL	DESCRIPTION
N	No. of blows of a 140-lb weight falling 30 inches required to drive standard spoon 1 foot.
WOR	Weight of Drill Rods
WOH	Weight of Drill Rods and Hammer
% REC	Percent Core Recovery from Rock Core Drilling
RQD	Rock Quality Designation
EOB	End Of Boring
BT	Boring Terminated
-200	Fines Content or % Passing N0. 200 Sieve
MC	Moisture Content
LL	Liquid Limit
PI	Plasticity Index
K	Coefficient of Permeability
O.C.	Organic Content
▽	Estimated seasonal high groundwater level
▼	Measured groundwater level at time of drilling

UNIFIED CLASSIFICATION SYSTEM

MAJOR DIVISIONS			GROUP SYMBOLS	TYPICAL NAMES
COARSE-GRAINED SOILS More than 50% retained on No. 200 sieve*	GRAVELS 50% or more of coarse fraction retained on No. 4 sieve	CLEAN GRAVELS	GW	Well-graded gravels and gravel-sand mixtures, little or no fines
			GP	Well-graded gravels and gravel-sand mixtures, little or no fines
		GRAVELS WITH FINES	GM	Silty gravels, gravel-sand-silt mixtures
			GC	Clayey gravels, gravel-sand-clay mixtures
	SANDS More than 50% of coarse fraction passes No. 4 sieve	CLEAN SANDS	SW**	Well-graded sands and gravelly sands, little or no fines
			SP**	Well-graded sands and gravelly sands, little or no fines
		SANDS WITH FINES	SM**	Silty sands, sand-silt mixtures
			SC**	Clayey sands, sand-clay mixtures
FINE-GRAINED SOILS 50% or more passes No. 200 sieve*	SILTS AND CLAYS Liquid limit 50% or less		ML	Inorganic silts, very fine sands, rock flour, silty or clayey fine sands
			CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays
			OL	Organic silts and organic silty clays of low plasticity
	SILTS AND CLAYS Liquid limit greater than 50%		MH	Inorganic silts, micaceous or diatomaceous fine sands or silts, elastic silts
			CH	Organic clays or high plasticity, fat clays
			OH	Organic clays of medium to high plasticity
			PT	Peat, muck and other highly organic soils

* Based on the material passing the 3-in. (75 mm) sieve.
** Use dual symbol (such as, SP-SM and SP-SC) for soil with more than 5% but less than 12% passing through No. 200 sieve.

RELATIVE DENSITY
(sand-silt)

Very Loose - Less Than 4 Blows/Ft.
Loose - 4 to 10 Blows/Ft.
Medium - 11 to 30 Blows/Ft.
Dense - 31 to 50 Blows/Ft.
Very Dense - More Than 50 Blows/Ft.

CONSISTENCY
(clay)

Very Soft - Less than 2 Blows/Ft.
Soft - 2 to 4 Blows/Ft.
Medium - 5 to 8 Blows/Ft.
Stiff - 9 to 15 Blows/Ft.
Very Stiff - 16 to 30 Blows/Ft.
Hard - More Than 30 Blows/Ft.

RELATIVE HARDNESS
(Limestone)

Soft - 100 Blows for more than 2"
Hard - 100 Blows for less than 2"

MODIFIERS

These modifiers provide our estimate of the amount of minor constituents (SILT or CLAY sized particles) in the soil sample.
Trace - 5% or less
With SILT or with CLAY - 6% to 11%
SILTY or CLAYEY - 12% to 30%
Very SILTY or Very CLAYEY - 31% to 50%

These modifiers provide our estimate of the amount of organic components in the soil sample.
Trace - 1% to 2%
Few - 3% to 4%
Some - 5% to 8%
Many - Greater than 8%

These modifiers provide our estimate of the amount of other components (Shell, Gravel, Etc.) in the soil sample
Trace - 5% or less
Few - 6% to 12%
Some - 13% to 30%
Many - 31% to 50%

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

APPENDIX B

LABORATORY TESTING PROCEDURES

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

DESCRIPTION OF LABORATORY TESTING PROCEDURES

LABORATORY PERMEABILITY TEST

The laboratory permeability test is a Falling Head Test that is performed on soil samples recovered from this site. The data recovered from this test are used to calculate Darcy's Coefficient of Permeability (k) of the soil.

WASH 200 TEST

The Wash 200 test is performed by passing a representative soil sample over a No. 200 sieve and rinsing with water. The percentage of the soil grains passing this sieve is then calculated.

ORGANIC CONTENT TESTS

The organic content test is performed by weighing a sample before and after placing in a high temperature oven which burns the organic material in the sample. The percent of organic material by weight is then calculated.

MOISTURE CONTENT DETERMINATION ASTM D-2216

Moisture content is the ratio of the weight of water to the dry weight of soil. Moisture content is measured by drying a sample at 105 degrees Celsius. The moisture content is expressed as a percent of the oven dried soil mass.

ATTERBERG LIMITS

The Atterberg Limits consist of the Liquid Limit (LL) and the Plastic Limit (PL). The LL and PL were determined in general accordance with the latest revision of ASTM D-4318. The LL is the water content of the material denoting the boundary between the liquid and plastic states. The PL is the water content denoting the boundary between the plastic and semi-solid states. The Plasticity Index (PI) is the range of water content over which a soil behaves plastically and is denoted numerically by as the difference between the LL and the PL. The water content of the sample tested was determined in general accordance with the latest revision of ASTM D-2216. The water content is defined as the ratio of “pore” or “free” water in a given mass of material to the mass of solid material particles.

CONSOLIDATION TESTING

A single selected portion of the undisturbed sample was extruded from the 3-inch diameter sample tube for consolidation testing. The selected sample was trimmed and confined into a stainless steel disc having a diameter of 2.5 inches and a height of 1 inch. The disc was then “sandwiched” between 2 porous stones, saturated and subjected to incrementally increasing loads. The resulting deformation of the sample within the steel disc was measured using a micrometer gauge.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

APPENDIX C

GENERAL CONDITIONS
CONSTRAINTS AND RESTRICTIONS AND
IMPORTANT INFORMATION ABOUT YOUR
GEOTECHNICAL ENGINEERING REPORT

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

Universal Engineering Sciences, LLC
GENERAL CONDITIONS

SECTION 1: RESPONSIBILITIES 1.1 *Universal Engineering Sciences, LLC*, and its subsidiaries and affiliated companies ("UES"), is responsible for provid the services described under the Scope of Services. The term "UES" as used herein includes all of UES's agents, employees, professional staff, a subcontractors. **1.2** The Client or a duly authorized representative is responsible for providing UES with a clear understanding of the project nature and sco The Client shall supply UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys, plans and specificatio and designs, to allow UES to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project soon as possible during performance of the work so that the changes can be incorporated into the work product. **1.3** The Client acknowledges that UE responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client here assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements impos by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits permissions from any third parties required for UES's provision of the services so described, unless otherwise agreed upon by both parties in writing.

SECTION 2: STANDARD OF CARE 2.1 Services performed by UES under this Agreement will be conducted in a manner consistent with the level of care a skill ordinarily exercised by members of UES's profession practicing contemporaneously under similar conditions in the locality of the project. No other warrar express or implied, is made. **2.2** Execution of this document by UES is not a representation that UES has visited the site, become generally familiar with lo conditions under which the work is to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Clier responsibility to provide UES with all information necessary for UES to provide the services described under the Scope of Services, and the Client assumes liability for information not provided to UES that may affect the quality or sufficiency of the services so described.

SECTION 3: SITE ACCESS AND SITE CONDITIONS 3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for U to perform the work set forth in this Agreement. The Client will notify any possessors of the project site that Client has granted UES free access to the site. U will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, a the correction of such damage is not part of this Agreement unless so specified in the Scope of Services. **3.2** The Client is responsible for the accuracy locations for all subterranean structures and utilities. UES will take reasonable precautions to avoid known subterranean structures, and the Client waives a claim against UES, and agrees to defend, indemnify, and hold UES harmless from any claim or liability for injury or loss, including costs of defense, arising fr damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate UES for any time spent expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement poli

SECTION 4: BILLING AND PAYMENT 4.1 UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for differ personnel and expense classifications. **4.2** Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to p a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts. **4.3** If UES incurs any expenses collect overdue billings on invoices, the sums paid by UES for reasonable attorneys' fees, court costs, UES's time, UES's expenses, and interest will be due a owing by the Client.

SECTION 5: OWNERSHIP AND USE OF DOCUMENTS 5.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, a other documents prepared by UES, as instruments of service, shall remain the property of UES. Neither Client nor any other entity shall change or modify UE instruments of service. **5.2** Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned up demand and will not be used by the Client for any purpose. **5.3** UES will retain all pertinent records relating to the services performed for a period of five ye following submission of the report or completion of the Scope of Services, during which period the records will be made available to the Client in a reasona time and manner. **5.4** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, prepared for the sole and exclusive use of Client, and may not be given to any other entity, or used or relied upon by any other entity, without the express writ consent of UES. Client is the only entity to which UES owes any duty or duties, in contract or tort, pursuant to or under this Agreement.

SECTION 6: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS 6.1 Client represents that a reasonable effort has been made to inform UES known or suspected hazardous materials on or near the project site. **6.2** Under this agreement, the term hazardous materials include hazardous materia hazardous wastes, hazardous substances (40 CFR 261.31, 261.32, 261.33), petroleum products, polychlorinated biphenyls, asbestos, and any other mate defined by the U.S. EPA as a hazardous material. **6.3** Hazardous materials may exist at a site where there is no reason to believe they are present. T discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. The discovery of unanticipa hazardous materials may make it necessary for UES to take immediate measures to protect health and safety. Client agrees to compensate UES for a equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. **6.4** UES will notify Client when unanticipa hazardous materials or suspected hazardous materials are encountered. Client will make any disclosures required by law to the appropriate governing agenci Client will hold UES harmless for all consequences of disclosures made by UES which are required by governing law. In the event the project site is not owr by Client, Client it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardo materials. **6.5** Notwithstanding any other provision of the Agreement, Client waives any claim against UES, and to the maximum extent permitted by law, agre to defend, indemnify, and save UES harmless from any claim, liability, and/or defense costs for injury or loss arising from UES's discovery of unanticipa hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of property's value. Client will be responsible for ultimate disposal of any samples secured by UES which are found to be contaminated.

SECTION 7: RISK ALLOCATION 7.1 Client agrees that UES's liability for any damage on account of any breach of contract, error, omission, or professio negligence will be limited to a sum not to exceed $50,000 or UES's fee, whichever is greater. If Client prefers to have higher limits on contractual or professio liability, UES agrees to increase the limits up to a maximum of $1,000,000.00 upon Client's written request at the time of accepting UES's proposal provided t Client agrees to pay an additional consideration of four percent of the total fee, or $400.00, whichever is greater. If Client prefers a $2,000,000.00 limit contractual or professional liability, UES agrees to increase the limits up to a maximum of $2,000,000.00 upon Client's written request at the time of accept UES's proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or $800.00, whichever is greater. The additio charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance. **7.2** Cli shall not be liable to UES and UES shall not be liable to Client for any incidental, special, or consequential damages (including lost profits, loss of use, a lost savings) incurred by either party due to the fault of the other, regardless of the nature of the fault, or whether it was committed by Client or UES, th employees, agents, or subcontractors; or whether such liability arises in breach of contract or warranty, tort (including negligence), statutory, or any other cau of action. **7.3** As used in this Agreement, the terms "claim" or "claims" mean any claim in contract, tort, or statute alleging negligence, errors, omissio strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or any other act giving rise to liability.

SECTION 8: INSURANCE 8.1 UES represents it and its agents, staff and consultants employed by UES, is and are protected by worker's compensat insurance and that UES has such coverage under public liability and property damage insurance policies which UES deems to be adequate. Certificates for such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, UES agrees to indemnify a save Client harmless from and against loss, damage, or liability arising from negligent acts by UES, its agents, staff, and consultants employed by it. UES sl not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 7, whichever is

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

less. The Client agrees to defend, indemnify, and save UES harmless for loss, damage or liability arising from acts by Client, Client's agents, staff, and others employed by Client. **8.2** Under no circumstances will UES indemnify Client from or for Client's own actions, negligence, or breaches of contract. **8.3** To the extent damages are covered by property insurance, Client and UES waive all rights against each other and against the contractors, consultants, agents, a employees of the other for damages, except such rights as they may have to the proceeds of such insurance.

SECTION 9: DISPUTE RESOLUTION **9.1** All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way relatec this Agreement will be submitted to mediation or non-binding arbitration, before and as a condition precedent to other remedies provided by law. **9.2** If a disp arises and that dispute is not resolved by mediation or non-binding arbitration, then: (a) the claim will be brought in the state or federal courts having jurisdict where the UES office which provided the service is located; and (b) the prevailing party will be entitled to recovery of all reasonable costs incurred, including s time, court costs, attorneys' fees, expert witness fees, and other claim related expenses.

SECTION 10: TERMINATION **10.1** This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure the other party to perform in accordance with the terms hereof, or in the case of a force majeure event such as terrorism, act of war, public health or otl emergency. Such termination shall not be effective if such substantial failure or force majeure has been remedied before expiration of the period specified in written notice. In the event of termination, UES shall be paid for services performed to the termination notice date plus reasonable termination expenses. **10.2** the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by the Agreement, UES may compl such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of terminat or suspension. The expense of termination or suspension shall include all direct costs of UES in completing such analyses, records, and reports.

SECTION 11: REVIEWS, INSPECTIONS, TESTING, AND OBSERVATIONS **11.1** Plan review, private provider inspections, and building inspections ar performed for the purpose of observing compliance with applicable building codes. Threshold inspections are performed for the purpose of observin compliance with an approved threshold inspection plan. Construction materials testing ("CMT") is performed to document compliance of certain materials components with applicable testing standards. UES's performance of plan reviews, private provider inspections, building inspections, threshold inspections, CMT, or UES's presence on the site of Client's project while performing any of the foregoing activities, is not a representation or warranty by UES that Client project is free of errors in either design or construction. **11.2** If UES is retained to provide construction monitoring or observation, UES will report to Client ar observed work which, in UES's opinion, does not conform to the plans and specifications provided to UES. UES shall have no authority to reject or terminat the work of any agent or contractor of Client. No action, statements, or communications of UES, or UES's site representative, can be construed as modifyin any agreement between Client and others. UES's performance of construction monitoring or observation is not a representation or warranty by UES tha Client's project is free of errors in either design or construction. **11.3** Neither the activities of UES pursuant to this Agreement, nor the presence of UES or i employees, representatives, or subcontractors on the project site, shall be construed to impose upon UES any responsibility for means or methods of wor performance, superintendence, sequencing of construction, or safety conditions at the project site. Client acknowledges that Client or its contractor is sole responsible for project jobsite safety. **11.4** Client is responsible for scheduling all inspections and CMT activities of UES. All testing and inspection services w be performed on a will-call basis. UES will not be responsible for tests and inspections that are not performed due to Client's failure to schedule UES's service on the project, or for any claims or damages arising from tests and inspections that are not scheduled or performed.

SECTION 12: ENVIRONMENTAL ASSESSMENTS Client acknowledges that an Environmental Site Assessment ("ESA") is conducted solely to permit UES t render a professional opinion about the likelihood or extent of regulated contaminants being present on, in, or beneath the site in question at the time service were conducted. No matter how thorough an ESA study may be, findings derived from the study are limited and UES cannot know or state for a fact that a sit is unaffected by reportable quantities of regulated contaminants as a result of conducting the ESA study. Even if UES states that reportable quantities regulated contaminants are not present, Client still bears the risk that such contaminants may be present or may migrate to the site after the ESA study complete.

SECTION 13: SUBSURFACE EXPLORATIONS **13.1** Client acknowledges that subsurface conditions may vary from those observed at locations where borin surveys, samples, or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by UES will based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations, but will not responsible for other parties' interpretations or use of the information developed or provided by UES. **13.2** Subsurface explorations may result in unavoida cross-contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated zone and links it to an aquifer, undergrou stream, or other hydrous body not previously contaminated. UES is unable to eliminate totally cross-contamination risk despite use of due care. Sir subsurface explorations may be an essential element of UES's services indicated herein, Client shall, to the fullest extent permitted by law, waive any cla against UES, and indemnify, defend, and hold UES harmless from any claim or liability for injury or loss arising from cross-contamination allegedly caus by UES's subsurface explorations. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such cla with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 14: SOLICITATION OF EMPLOYEES Client agrees not to hire UES's employees except through UES. In the event Client hires a UES employe within one year following any project through which Client had contact with said employee, Client shall pay UES an amount equal to one-half of the employee annualized salary, as liquidated damages, without UES waiving other remedies it may have.

SECTION 15: ASSIGNS Neither Client nor UES may delegate, assign, sublet, or transfer its duties or interest in this Agreement without the written consent the other party.

SECTION 16: GOVERNING LAW AND SURVIVAL **16.1** This Agreement shall be governed by and construed in accordance with the laws of the jurisdictior which the UES office performing the services hereunder is located. **16.2** In any of the provisions of this Agreement are held illegal, invalid, or unenforceable, enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities will survive termination of this agreement any cause.

SECTION 17: INTEGRATION CLAUSE **17.1** This Agreement represents and contains the entire and only agreement and understanding among the parties w respect to the subject matter of this Agreement, and supersedes any and all prior and contemporaneous oral and written agreements, understandin representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promi warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated here **17.2** This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modificat or amendment is sought.

SECTION 18: WAIVER OF JURY TRIAL Both Client and UES waive trial by jury in any action arising out of or related to this Agreement.

SECTION 19: INDIVIDUAL LIABILTY PURSUANT TO FLORIDA STAT. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF UES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

UES DOCS No. 1823094 Revised 12/04/2020

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

CONSTRAINTS AND RESTRICTIONS

WARRANTY
Universal Engineering Sciences has prepared this report for our client for his exclusive use, in accordance with generally accepted soil and foundat engineering practices, and makes no other warranty either expressed or implied as to the professional advice provided in the report.

UNANTICIPATED SOIL CONDITIONS
The analysis and recommendations submitted in this report are based upon the data obtained from soil borings performed at the locations indicated on Boring Location Plan. This report does not reflect any variations which may occur between these borings.

The nature and extent of variations between borings may not become known until excavation begins. If variations appear, we may have to re-evaluate recommendations after performing on-site observations and noting the characteristics of any variations.

CHANGED CONDITIONS
We recommend that the specifications for the project require that the contractor immediately notify Universal Engineering Sciences, as well as the owner, wh subsurface conditions are encountered that are different from those present in this report.

No claim by the contractor for any conditions differing from those anticipated in the plans, specifications, and those found in this report, should be allowed unle the contractor notifies the owner and Universal Engineering Sciences of such changed conditions. Further, we recommend that all foundation work and s improvements be observed by a representative of Universal Engineering Sciences to monitor field conditions and changes, to verify design assumptions anc evaluate and recommend any appropriate modifications to this report.

MISINTERPRETATION OF SOIL ENGINEERING REPORT
Universal Engineering Sciences is responsible for the conclusions and opinions contained within this report based upon the data relating only to the spec project and location discussed herein. If the conclusions or recommendations based upon the data presented are made by others, those conclusions recommendations are not the responsibility of Universal Engineering Sciences.

CHANGED STRUCTURE OR LOCATION
This report was prepared in order to aid in the evaluation of this project and to assist the architect or engineer in the design of this project. If any changes in design or location of the structure as outlined in this report are planned, or if any structures are included or added that are not discussed in the report, conclusions and recommendations contained in this report shall not be considered valid unless the changes are reviewed and the conclusions modified approved by Universal Engineering Sciences.

USE OF REPORT BY BIDDERS
Bidders who are examining the report prior to submission of a bid are cautioned that this report was prepared as an aid to the designers of the project and it m affect actual construction operations.

Bidders are urged to make their own soil borings, test pits, test caissons or other investigations to determine those conditions that may affect construct operations. Universal Engineering Sciences cannot be responsible for any interpretations made from this report or the attached boring logs with regard to th adequacy in reflecting subsurface conditions which will affect construction operations.

STRATA CHANGES
Strata changes are indicated by a definite line on the boring logs which accompany this report. However, the actual change in the ground may be more gradu Where changes occur between soil samples, the location of the change must necessarily be estimated using all available information and may not be shown the exact depth.

OBSERVATIONS DURING DRILLING
Attempts are made to detect and/or identify occurrences during drilling and sampling, such as: water level, boulders, zones of lost circulation, relative ease resistance to drilling progress, unusual sample recovery, variation of driving resistance, obstructions, etc.; however, lack of mention does not preclude th presence.

WATER LEVELS
Water level readings have been made in the drill holes during drilling and they indicate normally occurring conditions. Water levels may not have been stabiliz at the last reading. This data has been reviewed and interpretations made in this report. However, it must be noted that fluctuations in the level of groundwater may occur due to variations in rainfall, temperature, tides, and other factors not evident at the time measurements were made and reported. Sir the probability of such variations is anticipated, design drawings and specifications should accommodate such possibilities and construction planning should based upon such assumptions of variations.

LOCATION OF BURIED OBJECTS
All users of this report are cautioned that there was no requirement for Universal Engineering Sciences to attempt to locate any man-made buried objects dur the course of this exploration and that no attempt was made by Universal Engineering Sciences to locate any such buried objects. Universal Engineer Sciences cannot be responsible for any buried man-made objects which are subsequently encountered during construction that are not discussed within the t of this report.

TIME
This report reflects the soil conditions at the time of investigation. If the report is not used in a reasonable amount of time, significant changes to the site may occur and additional reviews may be required.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

Important Information about This

Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical-engineering study conducted for a civil engineer may not fulfill the needs of a constructor — a construction contractor — or even another civil engineer. Because each geotechnical- engineering study is unique, each geotechnical-engineering report is unique, prepared *solely* for the client. No one except you should rely on this geotechnical-engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you* — should apply this report for any purpose or project except the one originally contemplated.

Read the Full Report

Serious problems have occurred because those relying on a geotechnical-engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

Geotechnical Engineers Base Each Report on a Unique Set of Project-Specific Factors

Geotechnical engineers consider many unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk-management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical-engineering report that was:

- not prepared for you;
- not prepared for your project;
- not prepared for the specific site explored; or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical-engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light-industrial plant to a refrigerated warehouse;
- the elevation, configuration, location, orientation, or weight of the proposed structure;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

Subsurface Conditions Can Change

A geotechnical-engineering report is based on conditions that existed at the time the geotechnical engineer performed the study. *Do not rely on a geotechnical-engineering report whose adequacy may have been affected by*: the passage of time; man-made events, such as construction on or adjacent to the site; or natural events, such as floods, droughts, earthquakes, or groundwater fluctuations. *Contact the geotechnical engineer before applying this report to determine if it is still reliable.* A minor amount of additional testing or analysis could prevent major problems.

Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ — sometimes significantly — from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide geotechnical-construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are Not Final

Do not overrely on the confirmation-dependent recommendations included in your report. *Confirmation-dependent recommendations are not final,* because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations *only* by observing actual subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's confirmation-dependent recommendations if that engineer does not perform the geotechnical-construction observation required to confirm the recommendations' applicability.*

A Geotechnical-Engineering Report Is Subject to Misinterpretation

Other design-team members' misinterpretation of geotechnical-engineering reports has resulted in costly

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

problems. Confront that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Constructors can also misinterpret a geotechnical-engineering report. Confront that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing geotechnical construction observation.

Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical-engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make constructors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give constructors the complete geotechnical-engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise constructors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure constructors have sufficient time* to perform additional study. Only then might you be in a position to give constructors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

Read Responsibility Provisions Closely

Some clients, design professionals, and constructors fail to recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Environmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform an *environmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical-engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk-management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold-prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, many mold- prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical- engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; *none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.*

Rely, on Your GBC-Member Geotechnical Engineer for Additional Assistance

Membership in the Geotechnical Business Council of the Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project. Confer with you GBC-Member geotechnical engineer for more information.

GEOTECHNICAL BUSINESS COUNCIL
of the Geoprofessional Business Association

8811 Colesville Road/Suite G106, Silver Spring, MD 20910
Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@geoprofessional.org www.geoprofessional.org

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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.

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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 aid the approval of the Engineer. Samples of the sand shall be furnished, together with certified copies of the gradation and analysis from the recognized testing laboratory.

1. The weight of extraneous or deleterious substances shall not exceed the following percentages:

Loss by Decantation	3%
Shale	1%
Clay Lumps	1%
Coal and Lignite	1%

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2. The fine aggregate shall be reasonable well graded from coarse to fine and when tested by means of laboratory sieves shall meet the following requirements in percent of total weight:

Total Retained On	Percent Retained
No. 4 Sieve	0 - 5
No. 10 Sieve	3 - 30
No. 30 Sieve	30 - 70
No. 50 Sieve	65 - 95
No. 100 Sieve	95 - 100

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%

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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.

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2.05 FORM WORK

A. Lumber: Douglas Fir or Larch, No. 2 grade, seasoned and surfaced on four sides.

B. Plywood: Plyform, Class 1, BB-Exterior type, mill oiled, and edge sealed, with thickness not less than 3/4 inch.

C. Medium Density Overlay (MDO) Plywood Forms: PS-1, B-B High Density Concrete Form Overlay, Class I, unoiled.

1. Butt form panels, make contact surface fully flush and seal butting holes with sponge form tape. Chamfer edges of beams and ceilings.

2. Where MDO plywood is used to form beams, do not use MDO plywood that has been patched or damaged.

D. Drip Forms: Varnished ponderosa pine or equally rigid non-staining plastic, 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

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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 form 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.

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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.

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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 rheoplastic 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 met 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.

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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.

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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, ¾-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.

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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:

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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.

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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.

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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.

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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

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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.

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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.

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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

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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.

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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.

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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.

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Structural Member or Condition	Normal Strength Concrete	Normal High-Early Strength Concrete	Minimum Compressive Strength for Form Removal (% Design Strength)
Cantilevers	12 days	7 days	90
Over 20 feet between supports	12 days	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.

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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:

Finish Designation	Area Applied
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

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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.

Finish Designation	Area Applied
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.

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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.

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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 places as indicated on the drawings. Joint materials for surfaces exposed to water and sewage shall conform to ASTM D175, Preformed Joint Filler, non-extruding and resilient (bituminous type), thickness as shown on the drawings. Joint materials for isolation joints, slab-on-grade joints and wall joints not exposed to water and sewage shall conform to ASTM D994, preformed expansion joint filler for concrete (bituminous type), thickness as shown on the drawings.

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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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

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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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

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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.

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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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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:

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

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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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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, plumping, 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.

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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.

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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.

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3.9 HOUSEKEEPING AND CLEAN UP

A. Refer to Division 1, General Requirements, and Cleaning for additional requirements.

END OF SECTION

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

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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. Ilsco; 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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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 Crawlspaces: 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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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:

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

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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.

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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.

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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.

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E. Conduit runs shall be routed as shown on the large-scale drawings. Conduit routing on drawings scaled ¼" =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.

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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.

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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:

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

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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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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."

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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.

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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.

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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.

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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.

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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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

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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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

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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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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:

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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:

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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:

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

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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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

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g. Push-button stations.

h. Contactors.

i. Remote-controlled switches, dimmer modules, and control devices.

j. Monitoring and control equipment.

END OF SECTION

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

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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.

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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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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

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excavation by employed; and, provided, further that backfilling by hand shall be done to the extent hereinafter specified. The Contractor shall have not 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

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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

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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.

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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

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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

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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

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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.

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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.

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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

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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,

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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

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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 stores not more than six inches (6") in largest dimensions, but not in proportion exceeding twenty percent (20%) of the total volume of backfill.

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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 not to 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.

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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.

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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 extend 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,

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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.

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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,

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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.

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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

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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

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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.

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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

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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

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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

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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.

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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.

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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

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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.

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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

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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.

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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 number, 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

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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.

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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.

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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 ASNI/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 ASTMD-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.

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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 of 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

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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.

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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.

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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.

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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,

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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

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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 ASNI/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

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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 require, 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.

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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 120° F. 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 120° F. 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

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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 ASNI/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

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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.

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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

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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.

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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

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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 2.07 B(2) and B(5).

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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 by 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.

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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 ration and diameter base, AWWA pressure class, AWWA designation and manufacturer's name or trademark and product record code.

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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:

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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.

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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.

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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

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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, event 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

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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 32°F to 140°F. 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.

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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 inches in diameter and two (2) hose nozzles 2 inches in diameter.

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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

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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

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ASTM E8.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 312300.

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.

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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.

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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.

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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.

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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.

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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

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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.

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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.

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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.

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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, reseat 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,

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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.

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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 n 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.

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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

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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.

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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.

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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

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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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

SECTION 33 01 30.82
HDPE SHEET LINER WASTEWATER PUMP STATIONS

PART 1 – GENERAL

1.01 SCOPE OF WORK

A. Furnish and install all labor, materials, equipment, and incidentals required to supply and install High Density Polyethylene (HDPE) sheet lining in the lift station/pump station wet wells and manholes as required and as shown on the Drawings.

B. HDPE liner shall be designed and installed to protect concrete surfaces from corrosion in the collections system pump station wet well.

1.02 SUBMITTALS

A. The Contractor shall submit for review, as provided in the General Conditions and Section 01 33 23, complete detailed shop drawings for all materials furnished under this section.

B. The manufacturer of the lining shall furnish an affidavit attesting to the successful use of its material as a lining for concrete structures for a minimum period of five (5) years in wastewater conditions recognized as corrosive or otherwise detrimental to concrete.

PART 2 – PRODUCTS

2.01 MATERIALS

A. Composition

1. The material used in the liner and in all joint, corner, and welding strips shall be a combination of HDPE Resin, pigments, plasticizers, and stabilizers specially compounded to remain flexible. The ingredients added to the

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HDPE resin shall be limited to no more than three percent (3%), by weight, of the resin used in the formulation.

B. Physical Properties

1. All HDPE liner sheet shall be extruded with a large number of anchoring studs; a minimum of 39/ft^2, manufactured during the extrusion process in one piece with the sheet, so there is no welding and no mechanical finishing work to attach the studs to the sheet. The liner shall have a resistance to pull out of T/ft^2=3 and shall withstand a back pressure of 29 psi.

2. All HDPE liner plate sheets, including lock extensions, all joints, corner, and welding strips shall be free of cracks, cleavages, or other defects adversely affecting the protective characteristics of the material. The Engineer may authorize the repair of such defects by approved methods.

3. The lining shall have good impact resistance, shall be flexible, and shall have an elongation sufficient to bridge up to a one-quarter inch (1/4") settling crack which may occur in the pipe or in the joint after installation, without damage to the lining.

4. The lining shall be repairable at any time during the life of the structure.

C. Details and Dimensions

1. HDPE liner sheet shall be a minimum of 0.079 inches (0.079") thick. Anchoring studs shall be of the same material as that of the liner and shall be integrally extruded with the sheet and shall have a minimum height of 0.39 inches (0.39") and a length of 0.55 inches (0.55").

2. Flat liner sheet (non-anchored) used for overlapping joints shall have a minimum thickness of 0.118 inches (0.118").

3. Liner sheet shall have a nominal width of 78 inches (78") and lengths of up to 780 inches (780"). Lengths specified shall include a tolerance at a ratio of plus one-third inch (+1/3") of each 100 inches (100").

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4. Liner sheet shall be shop fabricated into shapes and sizes needed to completely cover the interior surfaces of the structure which are exposed to sewer gases.

D. Material

1. Liner shall be AGRU Sure Grip, or approved equal.

PART 3 – EXECUTION

3.01 SHOP FABRICATION

A. General

1. Sheet liner shall be fabricated into suitable dimensions only by manufacturer certified fabricators.

2. The sheet manufacturer shall provide written certification of the fabricator and shall provide the necessary field supervision to ensure that the quality specified for fabrication is maintained.

3.02 INSTALLATION

A. General

1. Installation of the lining, including preheating of sheets in cold weather (below +41°F) and the welding of all joints, shall be done in accordance with the recommendations of the manufacturer.

2. Coverage of the lining shall include all surfaces subject to attack from the raw wastewater and gasses.

3. The lining shall be held snugly in place against inner forms by means of banding straps of other means recommended by the manufacturer.

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4. Concrete poured against lining shall be vibrated, spaded, or compacted in a careful manner so as to protect the lining and produce a dense, homogenous concrete, securely anchoring the locking extensions into the concrete.

5. In removing forms, care should be taken to protect the lining from damage. Sharp instruments shall not be used to pry forms from lined surfaces. When forms are removed, any nails that remain in the lining shall be pulled, without tearing the lining, and the resulting holes clearly marked. Form tie holes shall be marked before ties are broken off and all areas of serious abrasion or damage shall be marked.

6. All nail and tie holes and all cut, torn, and seriously abraded areas in the lining shall be patched. Patches made entirely with welding strip shall be fused to the liner over the entire patch area. Larger patches may consist of smooth liner sheet extrusion welded over the damaged area.

7. Hot joint compounds, such as coal tar, shall not be poured or applied to the lining.

8. The Contractor shall take all necessary measures to prevent damage to installed lining from equipment and materials used in or taken through the work.

B. Application to Cast-in-Place Concrete

1. Liner sheet shall be closely fitted and properly secured to the inner forms. Sheets shall be cut to fit curved and warped surfaces using a minimum number of separate pieces. If liner joints are to be Type C-3 joints the adjacent sheets shall be butted with not more than one-eighth inch (1/8") opening between sheets and joined together with a specifically designed "Tear-Off" joining strip made by the manufacturer of the liner which prevents concrete from entering the seam during the pouring process and hold the sections of sheet together at the seam.

2. Unless otherwise shown on the drawings, the lining shall be bonded to items not of concrete (including manhole frames, gate guides, access hatches, clay pipe, or brick manholes, and clay or cast iron pipes). The same procedure

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shall be followed at joints where the type of protective lining is changed or the new work is built to join existing unlined concrete. At each point of transition, the liner shall be sealed to the non-lined material using a polyester backed HDPE transition sheet which will bond to the unlined section using an elastomeric adhesive recommended by the manufacturer, the transition sheet will be extrusion welded to the concrete liner.

C. Joints in Lining for Cast-in-Place Concrete Structures

1. Lining at joints shall be free of all mortar and other foreign material and shall be clean and dry before joints are made. The manufacturer of the liner shall provide special "Tear-Off" profile strips which can be used to join the two edges of the liner and keep the seam clean during the forming process. When "Tear-Off" strips are used, the adjoining edges of the liner may be connected by wiring the anchor studs on each side of the seam with forming wire at 10 inch intervals.

2. Field joints in the lining shall be of the following described types, used as prescribed.

   a. Type C-1: The joint shall be made with a separate four inch (4") joint strip. The four inch (4") joint strip shall be centered over the joint, tack welded to the liner, then welded along each edge to adjacent sheets. The width of the space between adjacent sheets shall not exceed two inches (2"). The four inch (4") strip shall lap over each sheet a minimum of one inch (1"). It may be used at any transverse or longitudinal joint.

   b. Type C-2: The joint shall be made by lapping sheets not less than one inch (1"). The upstream sheet shall overlap the downstream. The lap shall be tack welded into place prior to welding.

   c. Type C-3: The joint shall be made by using an HDPE "Tear-Off" strip to hold the butt joint together and to prevent wet concrete from getting under the sheet. After the forms have been stripped, the "Tear-Off" strip is removed and the seam extrusion welded.

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3. All welding is to be in strict conformance with the specifications of the lining manufacturer. All welding is to be done by approved applicators.

4. Joints not incorporating a welding technique shall be made using a Ramnek gasket or other prior approved joint material.

D. Testing and Repairing Damaged Surfaces

1. After the liner is installed, all surfaces covered with lining, including welds, shall be tested with an approved electrical hold detector.

2. All welds shall be physically tested by a nondestructive probing method. All patches over holes, or repairs to the liner wherever damage has occurred, shall be accomplished in accordance with paragraph 3.02(A)(6).

END OF SECTION

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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 2 - 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.

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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

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SECTION 33 05 61
CONCRETE STRUCTURES

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

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

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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.

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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.

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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.

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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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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 a 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.
2. Interior coatings for wet wells and manhole nearest to lift stations shall be HDPE sheet liner, as indicated on plans.

PART 3 - EXECUTION

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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:

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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 radium 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.

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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 a 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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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

Attachment: Exhibit A - Lift Station #4 Replacement Bid 24-ww-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

PARKER MYNCHENBERG & ASSOCIATES, INC.

1729 Ridgewood Avenue
Holly Hill, Florida 32117
(386) 677-6891
FAX (386) 677-2114
E-Mail: info@parkermynchenberg.com

October 14, 2024

Mr. Josef Grusauskas
Deputy Director Public Works-Utilities
City of Holly Hill
453 LPGA Blvd.
Holly Hill, FL. 32117

Via Email: jgrusauskas@hollyhillfl.org

City of Holly Hill
Lift Station #4 Replacement Re-Bid
Award Recommendation

Dear Josef,

As you are aware, the City received bids for the above-referenced project on September 19, 2024. Four (4) contractors submitted bids of which All State Civil Construction, of Daytona Beach, submitted the lowest bid of $923,705.00.

We have reviewed the bid package submitted by All State Civil Construction and have found it to be complete and responsive. I have not been involved with a project that has been constructed by them in the past. I called their references, who all responded positively. Their past project list includes lift station but only have one (1) of similar size to this one, which has just gone into contract phase but has not started construction yet. Based on the references provided and the past work experience, we recommend award of this project to All State Civil Construction.

Please contact our office with any questions at 386-677-6891.

Sincerely,

Kevin Lee, P.E.

KL/kh

Enclosure: Bid Tabulation

cc: Mr. Antoine Khoury, City of Holly Hill – akhoury@hollyhillfl.org
Mr. Jeff Barnes, City of Holly Hill – abarnes@hollyhillfl.org

Attachment: Exhibit B - Engineer Evaluation and Award Recommendation (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

CITY OF HOLLY HILL
LIFT STATION #4 REPLACEMENT
BID TABULATION
THURSDAY, SEPTEMBER 19, 2024

				All State Civil Construction		Danus Utilities		AMCON Development		Gregori Construction	
ITEM NO.	***DESCRIPTION***	***QTY***	***UNIT***	***UNIT COST***	***TOTAL***	***UNIT COST***	***TOTAL***	***UNIT COST***	***TOTAL***	***UNIT COST***	***TOTAL***
1	Preconstruction Video	1	LS	$990.00	$990.00	$1,700.00	$1,700.00	$2,724.35	$2,724.35	$2,000.00	$2,000.00
2	Bypass Pumping	1	LS	$14,000.00	$14,000.00	$15,000.00	$15,000.00	$43,952.11	$43,952.11	$30,000.00	$30,000.00
3	Demolition of Existing Lift Station	1	LS	$71,950.00	$71,950.00	$80,000.00	$80,000.00	$74,763.62	$74,763.62	$40,000.00	$40,000.00
4	Complete Lift Station	1	LS	$669,685.00	$669,685.00	$726,143.00	$726,143.00	$723,320.34	$723,320.34	$1,036,000.00	$1,036,000.00
5	Tie-Ins										
	a) Tie-In to Existing Force Main	1	LS	$40,690.00	$40,690.00	$28,000.00	$28,000.00	$13,877.55	$13,877.55	$15,000.00	$15,000.00
6	Electrical	1	LS	$48,240.00	$48,240.00	$75,000.00	$75,000.00	$154,402.54	$154,402.54	$50,000.00	$50,000.00
7	FPL Power Switchover Allowance Up To Limit With Documenati	1	LS	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00
8	Permits and Allowances Up To Limit With Documenation	1	LS	$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	As-Built Plans	1	LS	$7,500.00	$7,500.00	$10,000.00	$10,000.00	$5,448.70	$5,448.70	$5,000.00	$5,000.00
10	MOT	1	LS	$6,700.00	$6,700.00	$3,500.00	$3,500.00	$4,798.52	$4,798.52	$10,000.00	$10,000.00
11	Restoration	1	LS	$28,950.00	$28,950.00	$28,000.00	$28,000.00	$39,743.38	$39,743.38	$40,000.00	$40,000.00
				TOTAL	**$923,705.00**		**$1,002,343.00**		**$1,098,031.11**		**$1,263,000.00**

Attachment: Exhibit B - Engineer Evaluation and Award Recommendation (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

SECTION 00 41 00
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, All State Civil Construction Inc. as Principal and The Gray Casualty & Surety Company of the City of Metairie State of Louisiana, 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 Attached 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 #4 REPLACEMENT
BID # 24-WW-02

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.

Attachment: Exhibit C - All State Civil Construction Bid ITB 24-WW-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 19th day of September, 2024, 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

1301 Beville Rd Suite 16
Daytona Beach FL 32119
Address

All State Civil Construction Inc.
Corporate Principal

ATTEST:

President AFFIX CORPORATE SEAL

1301 Beville Road, Suite 16
Daytona Beach, FL 32119
Address

By _____
AFFIX CORPORATE SEAL

The Gray Casualty & Surety Company
Corporate Surety

ATTEST:

Seanna Maguire, Client Service Representative

Greg Angel, Attorney-in-Fact
Title

END OF SECTION

Attachment: Exhibit C - All State Civil Construction Bid ITB 24-WW-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

SECTION 00 30 00
PROPOSAL

FOR

CITY OF HOLLY HILL

LIFT STATION #4 REPLACEMENT

BID NO. 24-WW-02

(To be completed in Duplicate)

Bidder's Name: All State Civil Construction Inc.

Submitted: 9 - 19, 2024

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.

Attachment: Exhibit C - All State Civil Construction Bid ITB 24-WW-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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 #4 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:**

Nine Hundred Twenty Three Thousand Seven Hundred and Five Dollars
(In Words)

Dollars $ 923,705.00 (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

Attachment: Exhibit C - All State Civil Construction Bid ITB 24-WW-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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: Section 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
Affidavit of E-Verify Requirements Compliance: Section 00 48 80
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

Attachment: Exhibit C - All State Civil Construction Bid ITB 24-WW-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

acceptable supplier of the particular item listed. The equipment which falls under these two categories is a 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.

Attachment: Exhibit C - All State Civil Construction Bid ITB 24-WW-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.		N/A		
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

Name (signature) 9/19/24 Date

Chris Mehegan

Name (typed and printed)

President

Title

Attachment: Exhibit C - All State Civil Construction Bid ITB 24-WW-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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: 9-16-24	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

Twenty Seven Thousand Seven Hundred Eleven AND Fifteen cents Dollars (27,711.15),

made payable to City of Holly Hill (Owner).

All State Civil Construction Inc.
(Name of Bidder) (Affix Seal)

(Signature of Officer)

President
(Title of Officer)

All State Civil Construction Inc.
Name of Bidder

1301 Beville Rd Suite 16
Address

Daytona Beach Fl. 32119
City/State/Zip

386-681-8105
Telephone

CGC1525137 CUC1225777
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

Attachment: Exhibit C - All State Civil Construction Bid ITB 24-WW-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

SECTION 00 31 00
SCHEDULE OF UNIT PRICES

CITY OF HOLLY HILL
LIFT STATION #4 REPLACEMENT
BID# 24-WW-02

ITEM NO.	*DESCRIPTION*	*QTY*	*UNIT*	*UNIT COST*	*TOTAL*
1	Preconstruction Video	1	LS	990.00	990.00
2	Bypass Pumping	1	LS	14,000.00	14,000.00
3	Demolition of Existing Lift Station	1	LS	71,950.00	71,950.00
4	Complete Lift Station	1	LS	669,685.00	669,685.00
5	Tie-Ins				
	a) Tie-In to Existing Force Main	1	LS	40,690.00	40,690.00
6	Electrical	1	LS	48,240.00	48,240.00
7	FPL Power Switchover Allowance Up To Limit With Documenati	1	LS	$25,000.00	25,000.00
8	Permits and Allowances Up To Limit With Documenation	1	LS	$10,000.00	10,000.00
9	As-Built Plans	1	LS	7,500.00	7,500.00
10	MOT	1	LS	6,700.00	6,700.00
11	Restoration	1	LS	28,950.00	28,950.00
				BID TOTAL	923,705.00

Submitted by: Chris Mehegan
Contractor: All State Civil Construction Inc.
Address: 1301 Beville Rd Suite 16 Daytona Beach Fl. 32119
Telephone: 386-681-8105 Fax: _____
State of Florida Certified General Contractor or Underground Contractor (Required Information)
Licensee: Michael Anderson License No: CGC1525137 CUC1225

Attachment: Exhibit C - All State Civil Construction Bid ITB 24-WW-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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. All State Civil Construction Inc.

B. Permanent main office address. 1301 Beville Rd Suite 16 Daytona Beach Fl. 32119

C. When organized. 2/10/2020

D. If a corporation, where incorporated. Florida

E. How many years have you been engaged in the contracting business under your present firm or trade name? 4.5 years

F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) See Attached

G. General character of work performed by your company. Certified Genral and Utility Constructior

H.(1) Have you ever failed to complete any work awarded to you? If so, where and why? no

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. none

I. Have you ever defaulted on a contract? If so, where and why? no

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. See Attached

K. List your major equipment See Attached.

L. Experience in construction work similar in type to this project. See Attached

M. Background and experience of the principal members of your organization, including the officers. See Resumes

N. Credit available: $ $2 Million

O. Give bank reference: Intercoastal Bank

P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? yes

Attachment: Exhibit C - All State Civil Construction Bid ITB 24-WW-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

Detail by Entity Name

Florida Profit Corporation
ALL STATE CIVIL CONSTRUCTION, INC.

Filing Information

Document Number	P20000011379
FEI/EIN Number	84-4099160
Date Filed	02/10/2020
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	05/10/2021
Event Effective Date	NONE

Principal Address

3602 SOCHA WAY
PORT ORANGE, FL 32129

Changed: 07/25/2022

Mailing Address

3602 SOCHA WAY
PORT ORANGE, FL 32129

Changed: 07/25/2022

Registered Agent Name & Address

Kevco, Inc.
214 Loomis Ave
Daytona Beach, FL 32114-4918

Name Changed: 04/26/2023

Address Changed: 04/26/2023

Officer/Director Detail

Name & Address

Title President

Attachment: Exhibit C - All State Civil Construction Bid ITB 24-WW-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

MEHEGAN, CHRISTOPHER
3602 Socha Way
Port Orange, FL 32129

Title Treasurer

Anderson, Michael Ryan
6172 Del Rio Drive
Port Orange, FL 32127

Annual Reports

Report Year	Filed Date
2022	04/28/2022
2023	04/26/2023
2024	04/30/2024

Document Images

04/30/2024 -- ANNUAL REPORT	View image in PDF format
04/26/2023 -- ANNUAL REPORT	View image in PDF format
04/28/2022 -- ANNUAL REPORT	View image in PDF format
09/09/2021 -- Off/Dir Resignation	View image in PDF format
05/10/2021 -- Amendment	View image in PDF format
04/19/2021 -- ANNUAL REPORT	View image in PDF format
02/10/2020 -- Domestic Profit	View image in PDF format

Attachment: Exhibit C - All State Civil Construction Bid ITB 24-WW-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

All State Civil Construction, Inc.
1301 Beville Rd. Suite 16, Daytona Beach, Fl. 32119
Phone 386-681-8105 Email cmehegan@allstatecivilconstructionfl.com

Exhibit F

Peel Ave Sewer Extension 4/2024 – 9/2024 **City of Orlando**
$845,000.00 Construct 8" clay gravity sewer main and manholes, extend 2" watermain to last property owner, remove and replace asphalt road and sidewalk.
Contact: Harvey Newsome 15911 John's Lake Rd. Clermont, Fl. 3211
352-449-8269

Bible Baptist Church 8/2024 – 9/2024 RJ Ewen's Outdoors
$586,000.00 Construction of Gravity Sewer, Storm Drainage, Water, and Fire mains.
Contact: RJ Ewen's Outdoor 3565 Cedar Lane Deland, Fl. 32724
386-279-8975

Volusia County Sheriff Dept. 8 /2024 – 10/2024 Volusia County
$198,500.00 Construction of Lift station and forcemain.
Contact: Kamon Gardener 123 W Indiana Ave. Deland, Fl. 32724
386-527-4212

Aero Apartments 8/2024 – 11/2024 Boudreaux's Pro Grade LLC
$290,000.00 Construction of Gravity Sewer, Storm Drainage, Water, and Fire mains.
Contact: Chris Nieves 705 Hope St. Ormond Beach, Fl. 32174
386-214-3672

Rite Track Gas Station 9/2024 – 12/2024 Boudreaux's Pro Grade LLC
$475,000.00 Construction of Gravity Sewer, Storm Drainage, Water, and Fire mains.
Contact: Chris Nieves 705 Hope St. Ormond Beach, Fl. 32174
386-214-3672

Oceans Lift Station 10/2024 – 6/2025 City of Port Orange
$1,029,000.00 Replacement of Lift Station Gear/pumps, Bypass Pum, and site.
Contact: Chip Kent 1000 City Center Cir. Port Orange, Fl. 32129
386-506-5718

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

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

ANDERSON, MICHAEL RYAN

ALL STATE CIVIL CONSTRUCTION, INC.
1301 BEVILLE ROAD
#16
DAYTONA BEACH FL 32119

LICENSE NUMBER: CUC1225777

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/27/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ANDERSON, MICHAEL RYAN

ALL STATE CIVIL CONSTRUCTION, INC.
1301 BEVILLE ROAD
#16
DAYTONA BEACH FL 32119

LICENSE NUMBER: CGC1525137

EXPIRATION DATE: AUGUST 31, 2026

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ISSUED: 08/27/2024

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All State Civil Construction, Inc.
1301 Beville Rd. Suite 16, Daytona Beach, Fl. 32119
Phone 386-681-8105 Email cmehegan@allstatecivilconstructionfl.com

Equipment:

PC88	2019 Komatsu
PC210	2021 Komatsu
PC360	2019 Komatsu
WA270	2016 Komatsu
WA270	2019 Komatsu
WA250	1996 Komatsu
299D	2021 CAT
30' Gooseneck Trailer	2022 Kaufman
5 yd Dump Trailer	14' Top Hat
F250	2019 Ford
F250	2022 Ford
F450 Dump	2021 Ford
2500	2024 Chevy

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Phone 386-681-8105 Email cmehegan@allstatecivilconstructionfl.com

Project Experience

Oak Hill Septic to Sewer 11/2023 – 12/2023 **City of Oak Hill**
$86,798.00 Construct Septic to sewer. Installed new sewer, sewer connection and removed existing septic system and drain field.
Contact: Robert Wolaver 129 E Halifax Ave. Oak Hill Fl. 530-263-3016
Prime - - - - Schedule Met yes

8" Clay Sewer Repair 1/2024 – 1/2024 **City of South Daytona**
$55,000.00 Construct 8" clay sewer repair demolition of road and sidewalk and repair and place asphalt road and sidewalk.
Contact: Mike Smith PO Box 214960 South Daytona, Fl. 32121 386-322-3083
Prime - - - - Schedule Met yes

8" Clay Sewer Repair 1/2024 – 1/2024 **City of South Daytona**
$30,473.00 Construct 8" clay sewer repair demolition of road and sidewalk and repair and place asphalt road and sidewalk.
Contact: Mike Smith PO Box 214960 South Daytona, Fl. 32121 386-322-3083
Prime - - - - Schedule Met yes

20" Reclaimed Water Repair 2/2024 – 2/2024 **City of Daytona Beach**
$43,900.00 Construct 20" clay reclaimed water repair demolition of road and sidewalk and repair and place asphalt road and sidewalk.
Contact: Frank Okeefe 301 S Ridgewood Ave Daytona Beach, Fl. 32114
386-671-8886 Prime - - - - Schedule Met yes

Storm Drainage Rehab 3/2024 – 3/2024 **City of Daytona Beach**
$232,770.00 Install FDOT Type H Inlets, 800 linear feet of 48" Round RCP Pipe and 2 Mitered Ends repair and place asphalt road and sidewalk.
Contact: Frank Okeefe 301 S Ridgewood Ave Daytona Beach, Fl. 32114
386-671-8886 Prime - - - - Schedule Met yes

Attachment: Exhibit C - All State Civil Construction Bid ITB 24-WW-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

Chris Mehegan

President

Experience

2000-2015
Project Manager at Orion Construction Company
Install Underground Utilities, Directional Drill, Clean & CCTV Sewer and Storm. Clean and maintenance Lift Stations

2015-2017
Pipe Foreman at Tomoka Construction
Install Underground utilities

2017-2019
Superintendent at Mercon Construction
Oversee projects from start to finish. Material orders. In charge of all subcontractors

2019- Present
President at All State Civil Construction

Oversee company. Bid, purchase material, and install utilities

Education

1994-1998
Spruce Creek High School

Skills

- Creativity
- Leadership
- Organization
- Problem solving
- Teamwork

Contact

1301 Beville Rd. Suite16
Daytona Beach, FL 32119
386-681-8105

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Michael R. Anderson, P.E., C.G.C.
Professional Engineer, General Contractor
6172 Del Rio Drive, Port Orange, FL 32127
386-299-6641
mranderson@bonedryflorida.com

AREAS OF EXPERTISE

- State of Florida Licensed Civil Engineer
- State of Florida Certified General Contractor
- State of Florida Certified Underground Utility Contractor
- Heavy Civil Construction Project Management
- FDOT Heavy Civil Construction Project Manager
- Civil Design / Land Development
- Site and Underground Utilities Construction
- Computer Automated Design and Drafting
- Construction Document Preparation
- Design Project Management
- Construction Engineering Inspection
- Permitting
- Heavy Equipment Operator
- Construction Material Sales

LOCATION OF RESIDENCE

- Port Orange, FL

EDUCATION

- A.A., Pre-Engineering,
- Pensacola Junior

REPRESENTATIVE EXPERIENCE

Mr. Anderson's 23 years of experience in heavy civil construction and civil engineering land development design encompasses a wide variety of projects with depth, ranging from new construction on undisturbed land to re-development. He has an expansive career involved with underground utilities, FDOT roadways and trail projects to stormwater master plans, urban land development, site design and development, and various other miscellaneous civil engineered projects. His experience includes but is not limited to: general site and civil infrastructure design and construction; design build; maintenance of traffic and pedestrians; erosion and sedimentation countermeasures; stormwater infrastructure design, modeling, permitting, and construction; complete construction document preparation, permitting, and construction; heavy civil project management; management of sub-consultants (architectural, geotechnical, structural, environmental, and surveying), management of sub-contractors (underground utilities, grading, paving, signage and striping, signalization, specialty, etc.); plan review and quantity takeoffs; cost estimating; preparation of project specifications; bid cost proposal preparation; construction inspection and construction administration. His permitting experience includes: Water Management Environmental Resource and Construction Dewatering Permits; Florida Department of Environmental Protection permits (NPDES permits, Coastal Construction Control Line permits, and construction permits for water, sewer, and stormwater); the Florida Fish and Wildlife Conservation Commission marine and gopher tortoise permits; Florida Department of Transportation driveway and utility connection permits; local site plan permits; and building permits for construction.

Relevant project experience:

- **Fountain Beach Resort Parking Lot Improvements (Daytona Beach, FL):** This was a private project for the International Beach Club Condo Association that Mr. Anderson completed with Bone Dry Dewatering, LLC. This $68,000 project consisted of demolishing an existing mini-golf course and constructing a 4,500 square feet parking lot using grass filled turf-blocks for the drivable surface. The project also included the construction of a 40 feet long by five feet high solid-filled concrete masonry unit wall with footer, concrete sidewalks and curbing, landscaping and irrigation, and paver installation. Mr. Anderson was responsible for estimating and procurement of all materials, labor, and sub-contractors required to complete the project. He was also the onsite superintendent and heavy equipment operator that completed the project. This project was completed on-time and within budget.

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College, 1999
- B.S., Agricultural and Biological Engineering, University of Florida, 2001
- Sales Engineering Certificate, University of Florida, 2001

REGISTRATION

- State of Florida Certified General Contractor (CGC1525137)
- Professional Engineer, State of Florida (66624)
- Florida Department of Environmental Protection – Stormwater, Erosion, and Sedimentation Control Inspector (8119)
- Advanced MOT

PROFESSIONAL HISTORY

- All State Civil Construction, Inc., Owner/Project Manager/Estimator, 2021 – Present
- Zahn Engineering, Project Engineer, 2020 - Present
- Bone Dry Design Build, Inc, Owner/Project Manager, 2018 - Present
- Bone Dry Dewatering, LLC, Owner/Project Manager, 2016 - Present

- **CRA Utility Undergrounding Streetscape & Stormwater Improvements – Phase IIA (Flagler Beach, FL)**: Mr. Anderson was the construction project manager for the general contractor (Westwind Contracting, Inc.) awarded this City of Flagler Beach Capital Improvement Project. The project was approximately $1.3 million, located in downtown Flagler Beach, and included downtown redevelopment of City streets with the installation of new stormwater drainage infrastructure and exfiltration pipes. This project also included the construction of an underground stormwater exfiltration retention area consisting of several rows of 36-inch diameter perforated, corrugated HDPE exfiltration pipe, potable water replacement, sanitary sewer replacement, sidewalk and driveway removal and replacement, turf-block parking installation, and complete roadway rebuild and paving. Mr. Anderson was responsible for all aspects of procurement of equipment, materials, and manpower. He was also responsible for scheduling, budgeting, budget tracking, billing, and collection for the project. In addition, Mr. Anderson was responsible for coordinating and contracting with sub-contractors that were required to complete the work. This project was completed on-time and within budget.

- **East 7th Avenue Drainage Improvements (Mount Dora, FL)**: Mr. Anderson was the construction project manager at Masci General Contractor, Inc. who was responsible for constructing the project. This project was a City of Mount Dora Capital Improvement Project costing approximately $1.8 million located in downtown Mount Dora. It consisted of the installation of new stormwater drainage infrastructure, including an underground stormwater exfiltration retention area, constructed of several rows of 102" diameter perforated corrugated metal exfiltration pipes, located in Donnelly Park. The project also included potable water main relocations, sanitary sewer main and service relocations, sidewalk and driveway removal and replacement, concrete slabs, and complete roadway rebuild, including paving. Mr. Anderson was responsible for all aspects of procurement of equipment, materials, and manpower. He was also responsible for scheduling, budgeting, budget tracking, billing, and collection for the project. In addition, Mr. Anderson was responsible for coordinating and contracting with subcontractors that were required to complete the work. This project was completed on time and within budget.

- **Atlantic Avenue Sidewalk (Wilbur by the Sea, FL):** This was a Volusia County Capital Improvements project that Mr. Anderson

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- Quentin L. Hampton Associates, Project Manager, 2016 – 2017
- Masci General Contractors, Inc., Project Manager, 2014-2016
- City of Port Orange, FL, Community Development Engineer, 2012-2014
- Westwind Contracting, Inc., Bunnell, FL, Project Manager and Staff Engineer, 2009 - 2012
- Singhofen & Associates, Inc., Palm Coast, FL, Branch Manger/Project Manager/Project Engineer, 2004 - 2008
- CPH Engineers, Inc., Palm Coast, FL, Project Engineer, 2003 - 2004
- LBFH, Inc., West Palm Beach, FL, Project Engineer, 2002 - 2003
- University of Florida, Gainesville, FL, Engineering Intern Research Assistant, 2001
- United States Navy, Hospital Corpsman, 1990 - 1994

AFFILIATIONS

- Order of the Engineer, 2001 - Present
- American Society of Civil Engineers, 2002 -

was the construction project manager for Masci General Contractor, Inc., the awarded general contractor. The project was approximately one mile long for a cost of $2.8 million, which included the installation of new concrete sidewalks, new stormwater drainage infrastructure, including inlets and 24-inch diameter exfiltration pipes, and new road re-construction. The project also included the construction of a new 8-inch potable water main which was intended to replace an older active water main that conflicted with the proposed drainage infrastructure. New water service connections were required for all the existing utility customers that were located within the project area. Mr. Anderson was responsible for all aspects of procurement of equipment, materials, and manpower. He was also responsible for scheduling, budgeting, budget tracking, billing, and collection for the project. In addition, Mr. Anderson was responsible for coordinating and contracting with subcontractors that were required to complete the work. This project was completed on time and within budget.

- **SR-426 (Aloma Ave) and SR -436 (Semoran Blvd) Intersection Improvements (Winter Park, FL):** Mr. Anderson was the construction project manager for the general contractor, Masci General Contractor, Inc., responsible for constructing this FDOT heavy civil roadway reconstruction project. The project was over $2.8 million and included the complete demolition and rebuilding of one of the busiest intersections in Orange County. The project included demolition, new roadway construction, concrete curbs, medians, and sidewalks, large stormwater pipe and inlet construction, and the installation of a new signalization system with the demolition of the old. Due to traffic loads, this project was primarily constructed at night and often required the complete closure of the intersection, which Mr. Anderson was entirely responsible for completing safely. He was responsible for project material and sub-contractor buy-out, project scheduling, site supervision, and overall project management. He was also responsible for budgeting, budget tracking, billing, and collection for the project. In addition, Mr. Anderson was responsible for coordinating and contracting with subcontractors that were required to complete the work. This project was completed on time and within budget.

- **Graham Swamp Multi-Use Trail (City of Palm Coast):** Mr. Anderson was the construction manager for the general contractor, Westwind Contracting, Inc., responsible for building the project.

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mranderson@bonedryflorida.com

present

- Florida Engineering Society, 2002 - Present
- National Society of Professional Engineers, 2002 - Present

The project was an approximately $1.2 million Capital Improvement Project located in the City of Palm Coast and included a multi-use pathway with boardwalks and steel bridges crossing major drainage canals. Mr. Anderson was responsible for project estimating and bidding, project material and sub-contractor buy-out, project scheduling, site supervision, and overall project management. He was also responsible for budgeting, budget tracking, billing, and collection for the project. In addition, Mr. Anderson was responsible for coordinating and contracting with subcontractors that were required to complete the work. This project was completed on time and within budget.

- **Tensolite Expansion (St. Augustine):** Mr. Anderson was the construction project manager for Westwind Contracting, Inc. on this private project. The project consisted of civil site work related to an 18,750 square feet manufacturing building addition. The project was valued at approximately $1 million and included construction of underground stormwater drainage infrastructure, storm water ponds, new curbing, and roadway and parking lot construction. As an issue became apparent, Mr. Anderson became responsible for the project storm water design revisions during construction. He was also responsible for estimating and bidding, project material and sub-contractor buy-out and coordination, project scheduling, site supervision and labor, heavy equipment operation, 3-dimensional earthwork modeling, and overall project management. This project was completed on time and within budget.

- **East Central Regional Rail Trail Segment 1 & 2 (Volusia County):** Mr. Anderson was the construction project manager for Westwind Contracting, Inc., who was awarded the project. This $2.1 million project was a Volusia County Local Agency Program Capital Improvements Project located in Enterprise, Florida and was a critical link to the Florida East Central Regional Trail system. It included over 6-miles of an asphalt paved multi-use path and boardwalks located on an old railroad bed through undeveloped wooded areas. This project also included concrete driveways and curbing, grading, stormwater drainage installation, signage and striping, and fence construction Mr. Anderson was responsible for all aspects of the project including estimating and bidding, project material and sub-contractor buy-out, project scheduling, site supervision and labor, heavy equipment operation, and overall project management. This project was completed on time and within budget.

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- **Herbert Street Sidewalk Southside (Port Orange, FL):** City of Port Orange Project Manager for a new sidewalk Capital Improvements Project. This project was a City project and included the construction of approximately 0.6 miles of new eight-feet wide concrete sidewalk, concrete driveways, and concrete retaining walls. Mr. Anderson also performed as the Construction Engineering Inspection manager, inspector, and LAP administration during construction. This project was completed by the Contractor on-time and under budget.

- **Seminole Wekiva Multi-Use Trail:** This project was a Seminole County Capital Improvement, Local Agency Program project which Mr. Anderson was the construction project manager for the general contractor awarded the project, Masci General Contractor, Inc. This project was approximately $2.4 million and included the construction of an asphalt paved multi-use pathway along an old railroad bed. The project also included new retaining walls with handrails, signage, striping, and gopher tortoise relocation efforts prior to construction activities. Mr. Anderson was responsible for all aspects of the project including but not limited to estimating and bidding, project material and sub-contractor buy-out, project scheduling, site supervision and labor, equipment operation, and overall project management. This project was completed on-time and within the budgeted amount.

- **SR-600 John Young Parkway (Kissimmee, FL):** Mr. Anderson was the construction project manager for Masci General Contractor, Inc., the general contractor responsible for constructing this 1.4 mile FDOT heavy civil roadway reconstruction project. The project was over $14 million and included the complete demolition and rebuilding of SR-600 (John Young Parkway) from US 192 to Clay Street. It also included the construction of new stormwater ponds and infrastructure, removal and replacement of potable water and sanitary sewer mains. Mr. Anderson was responsible for all aspects of the project including procurement of equipment, materials, and manpower. He was also responsible for obtaining construction dewatering permits, scheduling, budgeting, budget tracking, billing, and collection for the project. In addition, Mr. Anderson was responsible for coordinating and contracting with sub-contractors that were required to complete the work. During this project, because of design issues, the FDOT requested Mr. Anderson to provide an engineering design for the projects main stormwater outfall for the project and the relocation of an active water main,

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which were both permitted and constructed. This project was completed on-time and within the budgeted amount.

- **Kissimmee Multi-Use Trail:** Mr. Anderson was the construction project manager for Westwind Contracting, Inc., which was a sub-contractor to the general contractor awarded this City of Kissimmee Capital Improvement Project. The sub-contracted scope of work was approximately $800,000 and consisted of constructing only the site work portion of the project. Mr. Anderson's scope included installation of stormwater drainage infrastructure, roadway construction, including an asphalt paved multi-use pathway, concrete sidewalk construction, and FDOT style retaining walls. Mr. Anderson was responsible for project estimating and bidding, project material and sub-contractor buy-out and coordination, project scheduling, site supervision and labor, and overall project management. This project was completed on-time and within budget.

- **Additional Construction Project Experience:** Mr. Anderson has worked as the construction project manager on many other heavy civil, utility, and site construction projects, all of which were similar in nature varying in value from $30,000 to $5.5 million. These projects generally consisted of demolition, the installation of stormwater drainage infrastructure, construction of new water and sewer mains, relocating utilities, concrete curb, medians, sidewalk and driveway construction, grading, road building and rebuilding, retaining walls, etc. Most of these projects included material and sub-contractor quote solicitation and buy-out, in addition to many other project management tasks required to complete a heavy civil project.

REPRESENTATIVE SOFTWARE

Mr. Anderson's experience with respect to software includes Earthwork 3D, stormwater modeling using ICPR version 3, secondary drainage system design using Hydraflow, Autodesk Field Survey, and computer aided design using AutoCAD, AutoCAD Civil 3D, and MicroStation. In addition, he is proficient in the use of many other computer programs including MathCAD and many Microsoft Office tools such as Word, Excel, PowerPoint, and Project.

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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 Ukeadale this 18 day of September, 2024.

All State Civil Construction Inc.
Name of Bidder

By: President
Title

State of Florida

County of Volusia

Chris Mehegan being duly sworn deposes and says that he is the President of All State Civil Construction Inc. and that the answers to the All State Civil Construction Inc. foregoing questions
Name of Organization

and all statements therein contained are true and correct.

Subscribed and sworn to before me this 18 day of September, 2024, by means of Physical presence.

Notary Public

Tatyana Hoke
Notary Public (Print or Type)

Tatyana Hoke
(Print, type, or stamp name of notary public)
[ ] Personally Known (OR)
[X] Produced Identification
Florida COL
(Type of identification produced)

My commission expires: 05/07/2027

TATYANA HOKE
Notary Public - State of Florida
Commission # HH 391760
My Comm. Expires May 7, 2027

Attachment: Exhibit C - All State Civil Construction Bid ITB 24-WW-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

SECTION 00 33 00
LISTING OF SUBCONTRACTORS

FENCING AAA FENCE CODB, VC, CNSB

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.

TESTING RECTOR CODB, VC, CNSB

SUBCONTRACTOR	COMPANY NAME	REFERENCES
Survey	Upham	1) City of Daytona Beach 2) City of Ormond Beach 3) City of Port Orange
CONCRETE CUTTING	STERLING CONC CUTTING	1) CITY OF DELAND 2) CITY OF SOUTH DAYTONA 3) VOLUSIA COUNTY
VAC TRUCK	APS	1) CITY OF PORT ORANGE 2) ORANGE COUNTY 3) CITY OF ORLANDO
ASPHALT	BRUCE BLACKTOP	1) CITY OF EDGEWATER 2) CITY OF NSB 3) VOLUSIA COUNTY
VERO	CP VERO	CITY OF PORT ORANGE CITY OF DAYTONA BCH ORANGE COUNTY
ELECTRIC	CARTER ELECTRIC	CITY OF PORT ORANGE CITY OF DAYTONA BCH CITY OF SOUTH DAYTONA
LANSCAPE / FILL	RJ LANDSCAPE	CPO CNSB V COUNTY

END OF SECTION

Attachment: Exhibit C - All State Civil Construction Bid ITB 24-WW-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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.

See Attached

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

END OF SECTION

Attachment: Exhibit C - All State Civil Construction Bid ITB 24-WW-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

All State Civil Construction, Inc.
1301 Beville Rd. Suite 16, Daytona Beach, Fl. 32119
Phone 386-681-8105 Email cmehegan@allstatecivilconstructionfl.com

Project Experience

Oak Hill Septic to Sewer 11/2023 – 12/2023 **City of Oak Hill**
$86,798.00 Construct Septic to sewer. Installed new sewer, sewer connection and removed existing septic system and drain field.
Contact: Robert Wolaver 129 E Halifax Ave. Oak Hill Fl. 530-263-3016
Prime - - - - Schedule Met yes

8" Clay Sewer Repair 1/2024 – 1/2024 **City of South Daytona**
$55,000.00 Construct 8" clay sewer repair demolition of road and sidewalk and repair and place asphalt road and sidewalk.
Contact: Mike Smith PO Box 214960 South Daytona, Fl. 32121 386-322-3083
Prime - - - - Schedule Met yes

8" Clay Sewer Repair 1/2024 – 1/2024 **City of South Daytona**
$30,473.00 Construct 8" clay sewer repair demolition of road and sidewalk and repair and place asphalt road and sidewalk.
Contact: Mike Smith PO Box 214960 South Daytona, Fl. 32121 386-322-3083
Prime - - - - Schedule Met yes

20" Reclaimed Water Repair 2/2024 – 2/2024 **City of Daytona Beach**
$43,900.00 Construct 20" clay reclaimed water repair demolition of road and sidewalk and repair and place asphalt road and sidewalk.
Contact: Frank Okeefe 301 S Ridgewood Ave Daytona Beach, Fl. 32114
386-671-8886 Prime - - - - Schedule Met yes

Storm Drainage Rehab 3/2024 – 3/2024 **City of Daytona Beach**
$232,770.00 Install FDOT Type H Inlets, 800 linear feet of 48" Round RCP Pipe and 2 Mitered Ends repair and place asphalt road and sidewalk.
Contact: Frank Okeefe 301 S Ridgewood Ave Daytona Beach, Fl. 32114
386-671-8886 Prime - - - - Schedule Met yes

Attachment: Exhibit C - All State Civil Construction Bid ITB 24-WW-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

SECTION 00 41 00
BID BOND

SEE ATTACHED

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 #4 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.

Attachment: Exhibit C - All State Civil Construction Bid ITB 24-WW-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

State Attached

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

_____

_____
Address

_____
Corporate Principal

ATTEST:

_____ _____
President AFFIX
CORPORATE SEAL

_____

_____
Address

By_____

AFFIX
CORPORATE SEAL

_____
Corporate Surety

ATTEST:

_____ _____
Title

END OF SECTION

Attachment: Exhibit C - All State Civil Construction Bid ITB 24-WW-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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. 24-WW-02 for Lift Station 4 Replacement.

This sworn statement is submitted by All State Civil Construction Inc. whose business address is 1301 Beville Rd Suite 16 Daytona Beach Fl. 32119 and (if applicable) its Federal Employer Identification Number (FEIN) is 84-4099160. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

My name is Chris Mehegan any my relationship to the entity named above is President.

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 contenders.

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

Attachment: Exhibit C - All State Civil Construction Bid ITB 24-WW-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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).

x 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).

Attachment: Exhibit C - All State Civil Construction Bid ITB 24-WW-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

(Signature) _____ Date: 9/18/2024

State of Florida County of Volusia

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Chris Mehegan who, after first being sworn by me, affixed his/her signature in the space provided above on this 18 day of September, 2024, by means of physical presence.

Tatyana Hoke
(Print, type, or stamp name of notary public)

[ ] Personally Known (OR)
[X] Produced Identification
Florida CDL
(Type of identification produced)

_____
Notary Public

My Commission Expires: 05/07/2027

TATYANA HOKE
Notary Public - State of Florida
Commission # HH 391760
My Comm. Expires May 7, 2027

Attachment: Exhibit C - All State Civil Construction Bid ITB 24-WW-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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: All State Civil Construction Inc.

SIGNED BY: _____ Chris Mehegan

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

TITLE: President

ADDRESS: 1301 Beville Rd Suite 16

CITY AND STATE: Daytona Beach FL. 32119

TELEPHONE: 386-681-8105

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

Attachment: Exhibit C - All State Civil Construction Bid ITB 24-WW-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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

Attachment: Exhibit C - All State Civil Construction Bid ITB 24-WW-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

SECTION 00 48 60

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Project Number: ITB # 24-WW-02

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: All State Civil Construction Inc.

Authorized representative (printed): Chris Mehegan

Authorized representative (signature):

Date: 9/19/2024

END OF SECTION

Attachment: Exhibit C - All State Civil Construction Bid ITB 24-WW-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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
All State Civil Construction INc.

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.)
1301 Beville Rd Suite 16

Requester's name and address (optional)

City, state, and ZIP code
Daytona Beach FL 32119

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
84 4099160

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 ▶ [signature] Date ▶ 9/18/2024

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,

Attachment: Exhibit C - All State Civil Construction Bid ITB 24-WW-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

SECTION 00 48 80

Affidavit of E-Verify Requirements Compliance

ITB 24-WW-02 Lift Station #4 Replacement

The Consultant/Contractor agrees to comply with Section 448.093, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 448.093, Florida Statutes.

1. The Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Contractor during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant/subcontractor during the Agreement term.

2. That the Consultant/Contractor understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subconsultant/subcontractors performing work under this Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of this Agreement for which the City may immediately terminate the Agreement without notice and without penalty. The Consultant/Contractor further understands and agrees that in the event of such termination, the Consultant/Contractor shall be liable to the City for any costs incurred by the City as a result of the Consultant's/Contractor's breach

Consultant/Contractor shall execute and return the Affidavit of E-Verify Requirements Compliance to City. IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

All State Civil Construction Inc.

Consultant/Contractor Name and Address

Signature

Chris Mehegan President

Name and Title

Attachment: Exhibit C - All State Civil Construction Bid ITB 24-WW-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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:

Trench Safety Item (Description)	Cost
Trench Box	$14,000.00

Fourteen Thousand Dollars

(Cost in Words)

TOTAL $ 14,000.00

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

COMPANY NAME: All State Civil Construction Inc.

DATE: 9/12/2024 BY: [signature]

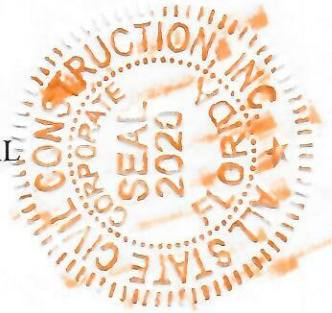
(Additional sheets shall be attached, as needed and, items shall be organized to correspond with the bid format)

Attachment: Exhibit C - All State Civil Construction Bid ITB 24-WW-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

SECTION 00 62 00
CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Chris Mehegan, certify that I am the President of the corporation named as Principal in the within Bid Bond; that Chris Mehegan who signed the said Bid Bond on behalf of the Principal was then President 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

Attachment: Exhibit C - All State Civil Construction Bid ITB 24-WW-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

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

Items marked "X" must be provided

			Minimum Limits Required	
X	General Liability			
	X	Commercial General Liability	$ 2,000,000	General Aggregate
	X	Occurrence Form	$ 1,000,000	Product/Completed Operations Agg.
	___	_____	$ 1,000,000	Personal & Advertising Injury
	___	_____	$ 1,000,000	Each Occurrence
	___	_____	$ 100,000	Fire Damage Pump Stations
X	Automobile Liability			
	Owned, Hired & Non-Owned		$ 1,000,000	Combined Single Limit per Occurrence
X	Worker's Compensation and		Statutory	
	Employer's Liability		$ 100,000	Each Accident
			$ 500,000	Disease - Policy Limit
			$ 100,000	Disease - Each Employee
___	Professional Liability - Errors & Omissions (*To be completed by Bidder)			
	* Deductible: $_____		$_____	Aggregate
	* Claims Made (Y/N):_____		$_____	Each Claim
	*Occurrence (Y/N):			
	*Defense included in Limits (Y/N):			
X	Builder's Risk/Installation Floater (*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.			
___	Other			
	_____		$	
	_____		$	

ADDED IF NEEDED UPON AWARD

X The Certificate of Insurance must show "The City of HOLLY HILL, elected officials and employees" and the adjacent property owners as an additional insured.

X Certificates must give to the City of HOLLY HILL 30 days' prior written notice of cancellation, non-renewal, or adverse change.

X Certificates must identify bid number and bid title.

X 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.

Attachment: Exhibit C - All State Civil Construction Bid ITB 24-WW-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Crystal Pounders
Kelly White & Associates Insurance, LLC 1622 Hickman Road Jacksonville FL 32216	PHONE (A/C, No, Ext): 904-880-8881 FAX (A/C, No): E-MAIL ADDRESS: crystal@kwhiteinsurance.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
All-State Civil Construction, Inc. 3602 Socha Way Port Orange FL 32129	INSURER A: Great Plains Specialty Insurance	
	INSURER B: AmGUARD Insurance Company	
	INSURER C:	
	INSURER D: American Longshore Mutual Association LTD	
	INSURER E: AGCS Marine Insurance Company	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** ALL-2407151113044 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			AR01-RS-2405784-01	02/21/2024	02/21/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY X SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ALAU446876	07/31/2023	07/31/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	ALMA-021623-040342-02	02/16/2024	02/16/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ Includes USL&H $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Rented/Leased Equipment			MXI9307982421491	03/10/2024	03/10/2025		340,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

FL 32129

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment: Exhibit C - All State Civil Construction Bid ITB 24-WW-02 (2024-R-90 : Lift Station #4 Construction (10Th & RXR))

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **November 12, 2024**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the Use of Pace Analytical Services, Inc., for Various Water and Waste Water Laboratory Testing as a Sole Source Provider, Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2024-R-91**
APPLICANT:
PLANNER:

DISCUSSION:

The City Utilities Water Treatment Plant and Wastewater Treatment Facility require independent certified laboratory testing services to maintain a high level of drinking water quality for our customers and ensure collected sewer is properly treated to safe effluent reuse standards.

Pace Analytical Services, Inc., has been the utilities primary full-service laboratory since before 2019. Pace is the only NELAP full service lab within a 40 miles radius that can meet the testing window shelf life of the required sampling, as presented in Exhibit "A".

Pace lab services are used to complete the various site-specific treatment process tests, as well as, the many State and Federal compliance tests that are required to be conducted daily, weekly, monthly, quarterly, semi-annually and annually under the Florida Department of Environmental Department treatment permits. Many of these tests have strict holding times requiring laboratory testing to be initiated within 6 hours of sampling. It is not economically reasonable to have multiple water and wastewater treatment staff chauffeur samples long distance to multiple different locations to meet regulatory compliance sampling. Pace is the most local single stop laboratory for the utility to utilize under section F- 2.25of the Holly Hill Purchasing Policy Manual.

POLICY 2.25 EXEMPTION FROM BIDDING PROCEDURE

Sole source or Standardization procurement is exempt from bidding procedures. The using department must submit to the Finance Department in writing for his/her approval the attempts made, or the data collected to substantiate declaring a product or service "sole source". The City Commission must approve the award of the contract if the dollar amount exceeds $50,000.

SOLE SOURCE

The following criteria must be met in order to satisfy the sole source or proprietary source requirement:

- It is the only item that will produce the desired results (or fulfill the specific need) …or
- The item is available from only one source of supply…or
- The item is available from more than one vendor but due to extreme circumstances, only one vendor is suited to provide the goods or services.

Sole source and proprietary source purchases are exempt from competitive requirements. However, all sole source requisitions exceeding $10,000 in value will be electronically advertised for a period of at least 5 business days. The steps to follow for sole source and proprietary source purchases are as follows:

a. The User Department/Department and the Finance Department shall attempt to locate competition. Staff will also check for piggyback contracts. If no other sources are found, the User Department/Department shall submit to the Finance Department a completed sole source/proprietary source form, indicating the requisition number.

b. A sole source or proprietary source form shall be used to justify and document the requirement. The form shall state why only one source can produce the desired results (or fulfill the specific need).

c. The Finance Department will electronically post on the City website a description of all requisitions meeting the requirements for competitive pricing per Florida Statute for a period of at least seven (7) business days after the receipt of a completed sole source form from the department.

d. The Finance Director shall review and approve or disapprove, in writing; sole source/proprietary source designation.

e. The User Department/Department shall be notified of disapproved requests and the purchase shall be made in accordance with standard procedures.

f. When the Finance Director approves a sole or proprietary source, staff shall conduct negotiations on price, delivery, and terms. The price must be determined fair and reasonable.

g. The Finance Department shall keep a log of sole/proprietary source purchases, which includes the vendor name, the amount, item description, justification, and the purchase order number.

h. For those instance that services are needed involving multiple years (i.e. maintenance of equipment, warranty, etc.) the request must be combined to capture the project, as a whole, and the proper approval must be obtained.

Exhibit A – contains vendor documentation that Pace is the only full-service State Certified Laboratory within 40 miles of the City Utility to perform all City utility testing services.

FISCAL ANALYSIS:

This is a budgeted expenditure in the professional services accounts of the water and wastewater utility funds. The estimated annual amount for laboratory services provided is $34,400.00 for the wastewater laboratory in account 400-3020-535-3101 and $19,300.00 for the water laboratory in account 400-3010-535-3101. Pace laboratory services are not to exceed $53,700.00 as provided in the approved FY23-24 budget.

STAFF RECOMMENDATION:

Approve the Resolution and authorize the City Manager to issue purchase orders to Pace Analytical Services, Inc., to perform the various laboratory tests required for FY2024-2025.

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:

APPROVE THE RESOLUTION AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT AND ISSUE PURCHASE ORDERS WITH PACE ANALYTICAL SERVICES, INC., FOR VARIOUS WATER AND WASTE WATER LABORATORY TESTING AS A SOLE SOURCE PROVIDER IN AN AMOUNT NOT TO EXCEED $53,700.

ATTACHMENTS:

- Exhibit A - 40 mile radius letter for Holly hill Executed DMC 102525 (PDF)
- Exhibit B - Pace Single Source Lab 2024 25 (PDF)

Resolution No. 2024-91

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE USE OF PACE ANALYTICAL SERVICES, INC., FOR VARIOUS WATER AND WASTE WATER LABORATORY TESTING AS A SOLE SOURCE PROVIDER, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE USE OF PACE ANALYTICAL SERVICES, INC., FOR VARIOUS WATER AND WASTEWATER LABORATORY TESTING AS A SOLE SOURCE PROVIDER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Holly Hill's Water Treatment Plant and Wastewater Treatment Facility must perform certain tests in order to meet operational requirements required by various regulatory and permitting agencies; and

WHEREAS, Pace Analytical Services, Inc., is the only such laboratory in our area within 40 miles radius that is needed to meet the shelf life of the samples (tests must be completed within 6 hours); and

WHEREAS, The services provided by Pace Analytical Service, Inc., are considered sole source as permitted under section F 2.25 of the Holly Hill Purchasing Policy Manual; and

WHEREAS, The estimated annual amount for services provided is not to exceed $53,700.00; and

WHEREAS, The services are being provided and considered sole source due to the shelf life of the samples. Therefore, the services provided and considered sole source as allowed under section F- 2.25-71 of the Holly Hill Purchasing Policy Manual.

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

SECTION 1. That Pace Analytical Services, Inc., is hereby determined to qualify as a sole source contractor pursuant to the City's Code of Ordinances and the City Manager is authorized to issue purchase orders to Pace Analytical Services, Inc., to perform the various laboratory tests as required in an annual amount not to exceed $53,700.00.

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 12th day of NOVEMBER, 2024.

Attachment: Exhibit A - 40 mile radius letter for Holly hill Executed DMC 102525 (2024-R-91 : Pace Analytical Laboratory Services as a Sole

October 25, 2024

City of Holly Hill
453 LPGA Blvd.
Holly Hill, FL 32117

Dear Sir or Madam,

Pace Analytical Services, LLC is the only local environmental laboratory within a 40-mile radius that can handle drinking water and wastewater testing needs for the City of Holly Hill. Pace Values the City of Holly Hill as a client and is sensitive to the City's budget.

For the 2025 fiscal year the pricing will have a 5.2% increase.

Regards,

David Chaffman
Director of Sales

813.340.8100
Mike.Valder@pacelabs.com
8 East Tower Circle, Ormond Beach, FL 32174

City of Holly Hill

Finance Department
1065 Ridgewood Ave.
Holly Hill, FL 32117

SOLE SOURCE JUSTIFICATION

TO: Finance Department	**FROM:** _____ **REQUISITION #:** _____
Subject - Purchase of: Laboratory Service for Water and Wastewater Plant	
Requested Supplier Contact: David Chaffman Company: Pace Labs Address: 8 East Tower Circle	City, State, Zip: Ormond Beach, FL 32174 Phone: 813-340-8100 Estimated Cost: $ 54,400.00

Statement of Need: My recommendation for sole source is based upon an objective review of the product/service being required and appears to be in the best interest of the City. I know of no conflict of interest on my part or involved in any way with this request. No gratuities, favors or compromising actions have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

Sole Source Justification: Mark those that apply.

☐ 1. Sole source request is for the original manufacturer or provider; there are no regional distributors. (Attach the manufacturers written certification that no regional distributors exist. Item 4 must also be checked).

☒ 2. Sole source request is for the only area distributor of the original manufacturer or provider. (Attach the manufacturers -not the distributors - written certification that identifies all regional distributors. Item 4 also must be checked).

☐ 3. The parts/equipment are not interchangeable with similar parts of another manufacturer. (Explain in comments or separate memorandum).

☒ 4. This is the only known item or service that will meet the specialized needs of this department or perform the intended function. (Attach memorandum with details of specialized function or application).

☐ 5. The parts/equipment are required from this source to facilitate maintenance standardization. (Attach memorandum describing the basis for the standardization request).

☐ 6. None of the above applies. A detailed explanation and justification for this sole source request is contained in the attached memorandum.

Division Head Signature: _____ Date: 10-25-24

Department Head Signature: Antonia Khoury Date: 10-25-24

Comments: Justification # 4 - Pace Labs in the only full service lab within 40 miles of our utility to sustain permit compliance without increasing manpower or operational costs.

Finance Approval: _____ Date: _____

City Manager Approval (if required): _____ Date: _____

Attachment: Exhibit B - Pace Single Source Lab 2024 25 (2024-R-91 : Pace Analytical Laboratory Services as a Sole Source Provider)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **November 12, 2024**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute the Task Order with Mead and Hunt, Inc., for Engineering Services for Wastewater Plant Improvements Associated with Sahfi Grant Facility Plan in the Amount of $1,026,834.00; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2024-R-92**
APPLICANT:
PLANNER:

DISCUSSION:

The City Commission authorized a Supplemental Appropriation application for a Hurricanes Fiona and Ian (SAHFI) grant by the Florida Department of Environmental Protection (FDEP) in June 11, 2024. The application requested up to $9.3 million dollars in wastewater facility improvements. Subsequently, the City completed the application by adopting the Wastewater "Facility Plan" by Resolution 2024-R-48 to guide the SAHFI planned improvements as developed by the engineer of record, Mead and Hunt, Inc. The approved contract with Facility Plan is attached as Exhibit "A". The goal of the "Wastewater Facility Plan" was to create a more resilient Wastewater operation.

Mead and Hunt, Inc., was approved by the City Commission to provide engineering services for the wastewater plant resilience improvements with Resolution 2022-R-28, attached as Exhibit "B". Mead and Hunt, Inc., and has provided a proposal to provide engineering services for the improvements. The proposal is attached as Exhibit "C". The proposal provides design, permitting, construction management and grant coordination for this project at a cost of $1,026,834.00.

The SAFHI grant is funded by Federal Environmental Protection Agency to help mitigate storm damages. The SAHFI grant monies are being administered through the Florida State Revolving Funds (SRF) loan program with a "no payment" obligation. The contract award known as the "Clean Water State Revolving Funding Planning, Design, and Contract Loan Agreement WW6410A0" appropriated at $ 9.3 million dollars for the wastewater resilience improvements. The engineering for this project is fully reimbursable with the grant.

FISCAL ANALYSIS:

The City applied for a SAHFI grant and was awarded a "Clean Water State Revolving Funding

Planning, Design, and Contract Loan Agreement WW6410A0" with an appropriation value of $9.3 million dollars to complete wastewater treatment plant resilience improvements. Capital project 22-WW-08 was established for this project. The engineering services contract is a required service under the agreement. Mead and Hunt, Inc' s proposal for the engineering services is for $1,026,834.00. The engineering fees are eligible under the "no payment" obligation. The grant funding provides on-going monthly reimbursement for project expenses up to value of the award.

STAFF RECOMMENDATION:

Staff recommend the City Commission review the Mead and Hunt, Inc., engineering task order for wastewater treatment plant improvements for the wastewater resilience improvements and authorize the City Manager to implement the budget and other tasks to implement the improvements under Contract Loan Agreement WW6410A0.

COMMISSION GOALS:

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:

AUTHORIZING THE CITY MANAGER TO EXECUTE A TASK ORDER WITH MEAD AND HUNT, INC., FOR ENGINEERING SERVICES FOR WASTEWATER PLANT IMPROVEMENTS ASSOCIATED WITH THE SAHFI GRANT WASTEWATER FACILITY IMPROVEMENTS IN THE AMOUNT OF $1,026,834.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ATTACHMENTS:

- Exhibit A - Resolution 2024-R-48 - Approved Wastewater Facility Grant (DOC)
- Exhibit B - Resolution 2022-R-28 - Mead and Hunt - 3rd BTU and Influent Headworks Improvements (DOC)
- Exhibit C - Amendment # 1 Wastewater Treatment Resilience Improvements - Mead and Hunt (PDF)

Resolution No. 2024-92

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE TASK ORDER WITH MEAD AND HUNT, INC., FOR ENGINEERING SERVICES FOR WASTEWATER PLANT IMPROVEMENTS ASSOCIATED WITH SAHFI GRANT FACILITY PLAN IN THE AMOUNT OF $1,026,834.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE TASK ORDER WITH MEAD AND HUNT, INC., FOR ENGINEERING SERVICES FOR WASTEWATER PLANT IMPROVEMENTS ASSOCIATED WITH SAHFI GRANT FACILITY PLAN IN THE AMOUNT OF $1,026,834.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City applied for inclusion of a Florida sponsored grant program to fund wastewater treatment system resilience improvements under the Florida Supplemental Appropriations for Hurricane Fiona and Ian (SAHFI) funds; and

WHEREAS, the City was provided a "Clean Water State Revolving Funding Planning, Design, Construction Management and Construction with Loan Agreement WW6410A0," with a 100% reimbursable value of $9.3 million dollars; and

WHEREAS, the Contract Loan Agreement requires a professional engineering contract to support resiliency improvements in the "Facility Plan" approved in Resolution 2024-R-48; and

WHEREAS, the City approved Professional Consultant Services Agreement for Engineering/CEI Services for water plant improvement with resolution 2022-R-28 with Mead and Hunt, Inc.; and

WHEREAS, the City of Holly Hill Utility has a scope of services from Mead and Hunt, Inc. to complete the required engineering services element of the contract loan 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 does hereby authorize the City Manager to execute the purchase order with Mead and Hunt, Inc., for

professional engineering services to support resiliency improvements in the "Facility Plan" approved in an amount of $1,026,834.00.

SECTION 2. The City Manager is hereby authorized to implant the reimbursable budget amendment to implement the improvements under the "Clean Water State Revolving Funding Planning, Design, and Contract Loan Agreement WW6410A0".

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 become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 12th day of NOVEMBER, 2024.

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **July 9, 2024**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving a Wastewater Facility Plan for Incorporation into the City's SAHFI Grant Application as Prepared by Mead & Hunt, Inc.; Providing for Severability; and Providing an Effective Date.**
NUMBER: **2024-R-48**
APPLICANT:
PLANNER:

DISCUSSION:

The City Commission authorized Supplemental Appropriation for Hurricanes Fiona and Ian (SAHFI) grant applications with the Florida Department of Environmental Protection (FDEP) with Resolution 2024-R-42 on June 11, 2024. The application requested up to $9.3 million dollars in wastewater facility improvements. The SAHFI grants are being awarded through the Florida State Revolve Funds (**SRF**) loan program with a "no payment" obligation.

The City Utility's engineering consultant, Mead and Hunt, facilitated the application and has worked with City staff to assess the waste water utility plant needs and evaluate various alternatives in the development of a facility plan. The Wastewater Facility Plan is attached as Exhibit A. The plan's goal is to create a more resilient wastewater operation. The Wastewater Facility Plan is part of the loan application.

The State will issue a SAHFI agreement for wastewater resilience project based on the successful completion of the applications. The agreement shall be brought to the City Commission for ratification. The FDEP grant schedule anticipates that the agreements will be issued in November of 2024.

FISCAL ANALYSIS:

There are no expenditures at this time. Capital Project 24-WW-08 was created for this grant project. The City is required to complete its application for the SAHFI grant application to access funding. The grant is for Capital Wastewater facility improvements of up to $9.3 million dollars. The SAHFI grants are being awarded through the Florida State Revolve Funds (**SRF**) loan program with a "no payment" obligation. The **SAHFI** grant agreement for the potential future wastewater plant improvements will be brought back to council for approval as appropriate.

STAFF RECOMMENDATION:

Attachment: Exhibit A - Resolution 2024-R-48 - Approved Wastewater Facility Grant (2024-R-92 : Engineering Services for the Wastewater Plant

The City Commission to review and approve the Wastewater Facility Plan for incorporation with the SAHFI application to the State as prepared by Mead and Hunt, Inc.

COMMISSION GOALS:

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:

THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVE A WASTEWATER FACILITY PLAN FOR INCORPORATION INTO THE CITY'S SAHFI GRANT APPLICATION AS PREPARED BY MEAD & HUNT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ATTACHMENTS:

- HH 3rd BTU and Resiliency Improvements Facility Plan 6.11.24 (PDF)

Attachment: Exhibit A - Resolution 2024-R-48 - Approved Wastewater Facility Grant (2024-R-92 : Engineering Services for the Wastewater Plant

Attachment: Exhibit A - Resolution 2024-R-48 - Approved Wastewater Facility Grant (2024-R-92 : Engineering Services for the Wastewater Plant

Resolution No. 2024-48

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING A WASTEWATER FACILITY PLAN FOR INCORPORATION INTO THE CITY'S SAHFI GRANT APPLICATION AS PREPARED BY MEAD & HUNT, INC.; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING A WASTEWATER FACILITY PLAN FOR INCORPORATION INTO THE CITY'S SAHFI GRANT APPLICATION AS PREPARED BY MEAD & HUNT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the construction of wastewater facilities; and Florida Administrative Code requires the formal authorization by City Council to formally adopt a facility plan outlining necessary facility improvements to comply with State of Florida funding requirements; and

WHEREAS, formal adoption of the proposed Facility Plan is required for the City Utility to participate in the State Revolving Loan Fund Program; and

WHEREAS, the City Commission of the City of Holly Hill, Florida agrees with the findings and summary of necessary improvements as outlined in the Facility Plan for the purpose of creating a more resilient wastewater service.

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

SECTION 1. The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION 2. The City of Holly Hill, Florida formally approves and adopts the Wastewater Facility Plan as written and presented to the City Commission on this date.

SECTION 3. This loan will be one hundred percent principal forgiveness. There will be no revenues pledged for the repayment of this loan.

SECTION 4. The City Manager is hereby designated as the authorized representative to provide the assurances and commitments required to implement the facility plan.

SECTION 5. The Mayor is hereby designated as the authorized representative to execute the Facility Plan which will become the foundation of all activities related to the wastewater facility improvements. The Mayor is authorized to represent the City in carrying out the City's responsibilities under the Facility Plan. The Mayor is authorized to delegate responsibility to appropriate the City Manager to carry out technical, financial, and administrative activities associated with the Facility Plan.

SECTION 6. The legal authority for borrowing moneys to construct this Project is Section 166.111, Florida Statutes and Section 403.8532, Florida Statutes.

SECTION 7. All Resolutions or part of Resolutions in conflict with any of the provisions of this resolution are hereby repealed.

SECTION 8. 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 9. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on the 9th day of JULY, 2024.

Chris Via, Mayor 7/9/2024

Valerie Manning, City Clerk,CMC 7/9/2024

Attachment: Exhibit A - Resolution 2024-R-48 - Approved Wastewater Facility Grant (2024-R-92 : Engineering Services for the Wastewater Plant

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

Attachment: Exhibit A - Resolution 2024-R-48 - Approved Wastewater Facility Grant (2024-R-92 : Engineering Services for the Wastewater Plant

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **May 10, 2022**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Negotiated Rates to be the Existing Contract with the Consultant and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing an Effective Date.**
NUMBER: **2022-R-28**
APPLICANT:
PLANNER:

DISCUSSION:

On March 22, 2022 by Resolution 2022-R-23 the City Commission approved Mead & Hunt as the firm to perform the proposed ARPA identified projects as advertised in the Request for Qualifications RFQ 22-WW-02. That agenda item also authorized the Public Works Director to negotiate rates and submit to the commission for approval. The rates have been negotiated. This agenda item purpose is to approve the negotiated rates to be added to the existing contract with the consultant along with the required E-Verify consultant signed form.

FISCAL ANALYSIS:

There is no committed funding for this agenda item just approval of rates.

STAFF RECOMMENDATION:

That the City Commission approve the negotiated rates of RFQ 22-WW-02 Professional Engineering/CEI Services for ARPA Projects along with adding the required E-Verify signed form as an attachment to the contract.

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:

Attachment: Exhibit B - Resolution 2022-R-28 - Mead and Hunt - 3rd BTU and Influent Headworks Improvements (2024-R-92 : Engineering

APPROVE THE NEGOTIATED RATES FOR USE WITH THE APRA CONTRACT WITH THE CONSULTANT.

ATTACHMENTS:

- ARPA-Rates-Everify-Document (PDF)
- Resolution 2022-R-23 Prof Engineering Services 3.22.2022 (PDF)

Attachment: Exhibit B - Resolution 2022-R-28 - Mead and Hunt - 3rd BTU and Influent Headworks Improvements (2024-R-92 : Engineering

Resolution No. 2022-28

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE NEGOTIATED RATES TO BE THE EXISTING CONTRACT WITH THE CONSULTANT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE NEGOTIATED RATES TO BE THE EXISTING CONTRACT WITH THE CONSULTANT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 22, 2022 via 2022-R-23 the City Commission approved Mead & Hunt as the firm to perform the proposed ARPA identified projects as advertised in the RFQ 22-WW-02; and

WHEREAS, the agenda item also authorized the Public Works Director to negotiate rates and submit to the commission for approval; and

WHEREAS, the rates have been negotiated.

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 negotiated rates to be the existing contract with the consultant along with the required E-Verify signed form.

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 10th day of MAY, 2022.

Attachment: Exhibit B - Resolution 2022-R-28 - Mead and Hunt - 3rd BTU and Influent Headworks Improvements (2024-R-92 : Engineering

Chris Via, Mayor 5/10/2022

Valerie Manning, City Clerk,CMC 5/10/2022

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	John Penny, District 1 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

Attachment: Exhibit B - Resolution 2022-R-28 - Mead and Hunt - 3rd BTU and Influent Headworks Improvements (2024-R-92 : Engineering

Attachment: Exhibit C - Amendment # 1 Wastewater Treatment Resilience Improvements - Mead and Hunt (2024-R-92 : Engineering Services for

October 18, 2024

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

Email: akhoury@hollyhillfl.org

SUBJECT: AMENDMENT #1 TO ARPA IMPROVEMENTS PROJECT, WWTP IMPROVEMENTS AND RESILIENCY UPGRADES, CWSRF PROJECT #WW6410A0, SCOPE OF SERVICES AND FEE ESTIMATE

Dear Antoine,

We are pleased to offer the enclosed scope of services and fee estimate for design, permitting and CEI services for Amendment # 1 to ARPA Improvements Projects, RFQ #22-WW-02. This project title 'WWTP Improvements and Resiliency Upgrades' and the scope elements are detailed and described within the City's Clean Water State Revolving Fund (CWSRF) 'Facility Plan' (PLAN) dated July 24, 2024 as adopted by resolution #2024-R-48. The project is further described within the 'Clean Water State Revolving Fund Planning, Design and Construction Loan Agreement #WW6410A0.'

The City has executed a CWSRF loan agreement for this project in the amount of $9.30M. The loan agreement provides funding for design, CEI services and construction. The loan is eligible for 100% principal forgiveness. It is authorized under the Special Appropriation for Hurricanes Fiona and Ian (SAHFI). The City has adopted and submitted a 'Facility Plan' (PLAN) that describes the proposed Wastewater Treatment Plant improvements; it is incorporated herein by reference and is generally described as follows:

- Disinfection System Conversion
- Filtration Upgrades
- New Submersible Transfer Pumps
- 2.0 MG Reclaimed Ground Storage Tank
- High Service Pump Station Modifications
- Electrical Automation and Resiliency

The enclosed scope of services and fee estimate describes proposed project management, design tasks, deliverables, permitting requirements, bidding assistance, funding services, contract administration,

resident project representative (RPR) services, subconsultant allowances, schedules and fees. Also enclosed is our fee estimate breakdown. The estimated fee amounts are approximately equal to the itemization of design and CEI fees in the loan agreement.

Per the City's request, this project will be designed to include all components described above but will be bid as two (2) projects. The first project is the disinfection system conversion project and will bid in parallel with the liquid disinfection system conversion project at the water treatment plant. The subsequent bid package is limited by funding constraints. The bid package will include those elements that the City is able to fund with ARPA, SAHFI and City funds.

We are excited about this opportunity to protect, upgrade and improve the City's wastewater treatment plant. This project represents a big step forward for the City's wastewater treatment resiliency and we are proud to be a part of it. If you have any questions or require additional information, please contact me.

Sincerely,
MEAD & HUNT, Inc.

Brad Blais, PE
Client Manager

Tanner Rachal, PE
Project Engineer

BTB/TR
CC; Josef Grusaukas, Deputy Public Works Director

Attachment: Scope of Services and Fee Estimate

Attachment: Exhibit C - Amendment # 1 Wastewater Treatment Resilience Improvements - Mead and Hunt (2024-R-92 : Engineering Services for

CITY OF HOLLY HILL
ENGINEERING AND CEI SERVICES
FOR
AMENDMENT #1 TO ARPA IMPROVEMENTS PROJECT,
WWTP IMPROVEMENTS AND RESILIENCY UPGRADES, CWSRF PROJECT #WW6410A0

This Scope of Services is in conformance with the Agreement for Professional Design/CEI Services for ARPA Improvements Projects, RFQ #22-WW-02 between the City of Holly Hill (OWNER) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

GENERAL

The project involves design, permitting, bidding assistance and CEI services for Wastewater Treatment Plant Improvements and Resiliency Upgrades as described within the City's Clean Water State Revolving Fund (CWSRF) 'Facility Plan' dated July 30, 2024 as adopted by resolution #2024-R-48. The project is further described within the 'Clean Water State Revolving Fund Planning, Design and Construction Loan Agreement #WW6410A0. The 'Facility Plan' (PLAN) improvements are incorporated herein by reference and are generally described as follows:

- Disinfection System Conversion
- Filtration Upgrades
- New Submersible Transfer Pumps
- 2.0 MG Reclaimed Ground Storage Tank
- High Service Pump Station Modifications
- Electrical Automation and Resiliency

SCOPE OF SERVICES

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

PHASE 1 – PROJECT MANAGEMENT

Project Coordination

MEAD & HUNT'S Project Manager (PM) will monitor and manage the project budget, schedule, and scope throughout the estimated 30-month project duration. The PM will manage the development of project work and subconsultant efforts.

Project Kick-Off Meeting

MEAD & HUNT will coordinate and conduct a project kick-off meeting with the project team and OWNER staff to review project goals, scope of work, team member roles, lines of communication, project schedule

Attachment: Exhibit C - Amendment # 1 Wastewater Treatment Resilience Improvements - Mead and Hunt (2024-R-92 : Engineering Services for

and administrative processes. Following the meeting, MEAD & HUNT will prepare a written summary of the project meeting and distribute it to the attendees.

Quality Assurance / Quality Control

MEAD & HUNT will implement, and the PM will monitor, a quality assurance and control process, which includes independent technical review of project technical work products before their submission to the OWNER.

Deliverables – Project Management

- Kick-Off Meeting Agenda and Summary

PHASE 2 – DATA COLLECTION AND SITE RECONNAISSANCE

Utility Coordination

MEAD & HUNT will coordinate with existing utilities along the project route by submission of 60% electronic construction drawings to all utility companies identified by the Sunshine 811 Design Ticket and request markups of existing facilities and resolution of any estimated conflicts with the proposed improvements. MEAD & HUNT will discuss the potential conflicts with the utility company representatives to coordinate the relocation needs as needed. MEAD & HUNT will add information to the construction drawings based on the received utility markups and planned relocations.

Site Reconnaissance

MEAD & HUNT will conduct site visits to evaluate existing conditions and collect photographic and other data collection needed for the design.

PHASE 3 – PRELIMINARY DESIGN and 30% PLANS

Preliminary Design Report

MEAD & HUNT will prepare a draft Preliminary Design Report (PDR). The PDR will include the following: project understanding, engineer's opinion of probable construction cost (EOPCC), and confirmation of project permitting requirements. This PDR will further develop the design concepts set forth in the Facility Plan (PLAN).

A draft PDR will be submitted to the OWNER for review and comment. It is assumed the OWNER will conduct their review in a two-week period. At the end of the Owner's review period, MEAD & HUNT will schedule and attend a draft PDR review meeting.

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30% PROJECT PLANS

In conjunction with the PDR, the ENGINEER will develop project plans consistent with a 30% level of design completion. This process is recommended given that the conceptual designs, and design alternatives, were previously vetted during the PLAN preparation. Developing the 30% design plans in conjunction with the Final PDR will enable staff to perform a more detailed review of the design concepts and how they will affect the wastewater treatment plant and operations. This approach will also save time in allowing the ENGINEER to proceed directly to 60% plans upon acceptance of the PDR and 30% plans.

Deliverables – Preliminary Design

- Draft Preliminary Design Report (electronic PDF format)
- Preliminary Design Review Meeting Summary (electronic PDF format)
- Final Preliminary Design Report (electronic PDF format)
- 30% Design Drawings

PHASE 4 – PROJECT DESIGN

Task 1 – 60% Design Development

Based on the City's PDR and 30% Plan review comments, MEAD & HUNT will prepare 60% design level drawings and specifications. The OWNER's standard front-end contract documents will be used and coordinated with MEAD & HUNT's technical specifications.

The 60% submittal package will be submitted to the OWNER for review and comment. The submittal will include the items shown in the deliverable section below. It is assumed the OWNER will conduct their review in a two-week period. At the end of the OWNER's review period, MEAD & HUNT will schedule and attend a 60% design review meeting to review the OWNER's comments on the design drawings and specifications.

Deliverables – 60% Design

- 60% Design Drawings (electronic PDF format)
- 60% Specifications (electronic PDF format)
- 60% EOPCC (electronic PDF format)
- 60% Design Review Meeting Summary (electronic PDF format)

Task 2 – 90% Design Development

Based on the OWNER's 60% review comments received, MEAD & HUNT will prepare revised design drawings and specifications to 90% design level completion. MEAD & HUNT will prepare an updated EOPCC based upon the 90% submittal documents.

Attachment: Exhibit C - Amendment # 1 Wastewater Treatment Resilience Improvements - Mead and Hunt (2024-R-92 : Engineering Services for

The 90% submittal package will be prepared and submitted to the OWNER and permitting agencies for review and comment. The submittal will include the items shown in the deliverable section below. It is assumed the OWNER will conduct their review in a two-week period. At the end of the OWNER's review period, MEAD & HUNT will schedule and attend a 90% design review meeting to review the OWNER's comments on the design drawings and specifications.

Deliverables – 90% Design

- 90% Design Drawings (electronic PDF format)
- 90% Specifications (electronic PDF format)
- 90% EOPCC (electronic PDF format)
- 90% Design Review Meeting Summary (electronic PDF format)

Task 3 – 100% Design Development

Based on the OWNER's 90% review comments received, MEAD & HUNT will prepare revised design drawings and specifications to 100% completion. MEAD & HUNT will prepare an updated EOPCC based upon the 100% submittal documents.

The 100% submittal package will be submitted to the OWNER for review and comment. The submittal will include the items shown in the deliverable section below.

Deliverables – 100% Design

- 100% Design Drawings (electronic PDF format)
- 100% Specifications (electronic PDF format)
- 100% EOPCC (electronic PDF format)

PHASE 5 – PERMITTING ASSISTANCE

MEAD & HUNT shall prepare and submit permit applications for the project as detailed below. All permit fees will be paid by using allowances set forth in the fee estimate. **This specifically excludes City site plan permitting and inspection fees.** Certifications of Completion (COC) with respective permitting agencies are not included in this phase.

Operating Permit Minor Modification

MEAD & HUNT will attend one (1) pre-application meeting with FDEP to discuss permitting requirements. MEAD & HUNT will prepare an agenda and meeting summary for the meeting. After the pre-application meeting, necessary revisions to the design recommendations will be reviewed with the OWNER and incorporated into the design documents.

Attachment: Exhibit C - Amendment # 1 Wastewater Treatment Resilience Improvements - Mead and Hunt (2024-R-92 : Engineering Services for

MEAD & HUNT will prepare and submit the permit application in accordance with the permit requirements. Permit applications will be submitted after the 90% design has been reviewed and accepted by the OWNER.

MEAD & HUNT will respond to Request for Additional Information (RAI) as part of the permit application process.

Environmental Resources Permit

MEAD & HUNT will attend up to one (1) pre-application meeting with FDEP to discuss permitting requirements. MEAD & HUNT will prepare an agenda and meeting summary. After the pre-application meeting, necessary revisions to the design recommendations will be reviewed with the OWNER and incorporated into the design documents.

MEAD & HUNT will prepare and submit the permit application in accordance with the permit requirements. Permit applications will be submitted after the 90% design has been reviewed and accepted by the OWNER.

MEAD & HUNT will respond to request for additional information (RAI) as part of the permit application process.

Site Plan Approval

MEAD & HUNT will attend up to one (1) pre-application meeting with the OWNER's site planning department to discuss site plan requirements. MEAD & HUNT will prepare an agenda and meeting summary for the meeting.

MEAD & HUNT will prepare and submit the permit application in accordance with the permit requirements. Permit applications will be submitted after the 90% design has been reviewed and accepted by the OWNER.

Deliverables – Permitting

- Final Operating Permit Minor Modification application
- Final Environmental Resource Permit application

PHASE 6 – BIDDING ASSISTANCE SERVICES

The OWNER will be responsible for the overall solicitation for construction bids process, including any legal review of the bidding and contract documents (Division 0) and verifying compliance with OWNER purchasing and contract policies (Division 0 and 1). The OWNER will also be responsible for request for bid advertisements, distribution of bidding documents, prebid meeting, and bid opening. MEAD & HUNT will provide the following:

Attachment: Exhibit C - Amendment # 1 Wastewater Treatment Resilience Improvements - Mead and Hunt (2024-R-92 : Engineering Services for

Bidding and Contract Documents

MEAD & HUNT will utilize OWNER supplied templates, bid number and dates (advertisement, prebid, bidder question deadline and bid opening) to prepare draft bidding and contract documents as Divisions 0 and 1 of the Project Manual and submit such to the OWNER's finance/purchasing/clerk for review. Upon receipt of the OWNER's review comments, MEAD & HUNT will prepare final bidding and contract documents and assemble the entire Project Manual and submit the Project Manual and Construction Drawings (denoted as bid set) in electronic format to the OWNER's finance/purchasing/clerk staff. The OWNER will be responsible for distributing bidding documents to interested parties.

OR

MEAD & HUNT will provide limited information for the OWNER's use in assembling the bidding and contract documents, including:

- Brief scope of construction work
- Suggested construction contract duration
- Schedule of unit work items
- Measurement and payment information corresponding to schedule of unit work items

MEAD & HUNT will also provide the final technical specifications (Divisions 2-49) and Construction Drawings (denoted as bid set). The OWNER will be responsible for distributing bidding documents to interested parties.

Pre-Bid Meeting

MEAD & HUNT will attend a pre-bid meeting and present the project scope/intent; construction contract duration; design and permitting highlights and any special/supplemental conditions specific to the project. The OWNER will be responsible for the pre-bid meeting agenda, recording, and summary/minutes.

Addenda

MEAD & HUNT will respond to potential bidders' questions during the bid period. MEAD & HUNT will prepare suggested responses and provide the OWNER with a draft addendum for review. The OWNER shall be responsible for distribution of addenda.

Bid Opening

MEAD & HUNT will attend the bid opening at the OWNER's facility. The OWNER will be responsible for receiving, opening, and recording the bids.

Bid Review and Recommendation of Award

Upon receipt of copies of the received bid documents from the OWNER, MEAD & HUNT will review bids for completeness and conformance with technical requirements. MEAD & HUNT will evaluate the low bidder(s) submitted qualifications information and contact provided references to inquire about bidders'

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experience. MEAD & HUNT will prepare a tabulation of received bid prices, including unit prices, if applicable, and verify extended values and total. MEAD & HUNT will also review submitted pricing for imbalances and other disparities. Based on that review, MEAD & HUNT will submit to the OWNER the bid tabulation and a recommendation of award.

Deliverables – Bidding Services

- Bid Set Plans and Specifications
- Addenda to bid documents
- Bid Tabulation
- Recommendation of award

PHASE 7 – CONSTRUCTION ADMINISTRATION

MEAD & HUNT will provide the following construction administration services to the OWNER:

Construction Contract Execution
MEAD & HUNT will coordinate the execution of the construction contract between the OWNER and the contractor, including reviewing insurance certificates for proper limits and coordinating the recording of the public construction bond(s) by the contractor.

Issued for Construction Documents
MEAD & HUNT will prepare conformed drawings and technical specification “Issued for Construction” by incorporating bidder questions and addendums and provide those to the OWNER (in electronic format) for inclusion in the Contract documents.

Deliverables – Issued for Construction Documents

- Issued for Construction Drawings
- Issued for Construction Specifications

Pre-Construction Meeting
MEAD & HUNT will coordinate and preside over in-person or virtual pre-construction meeting with the OWNER, contractor, and other project stakeholders. MEAD & HUNT will prepare agenda and distribute to all invitees prior to meeting. MEAD & HUNT will prepare meeting summary and distribute meeting summary to all attendees.

Deliverables – Pre-Construction Meeting

- Meeting Agenda and Summary

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

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Deliverables – Notice to Proceed

- Notice to Proceed Letter

Progress Meetings

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

Deliverables – Progress Meetings

- Monthly progress meeting agendas and summaries

Construction Submittals

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

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

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

Deliverables – Construction Submittals

- Construction submittal review packages
- Submittal log

Requests for Information (RFI's)

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

Deliverables – RFIs

- RFI response packages
- RFI response log

Attachment: Exhibit C - Amendment # 1 Wastewater Treatment Resilience Improvements - Mead and Hunt (2024-R-92 : Engineering Services for

Field/Change Orders

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

Deliverables – Field/Change Orders

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

Pay Applications

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

Deliverables – Pay Applications

- Pay application recommendations

Site Visits

MEAD & HUNT will conduct site visits during construction to monitor construction and compliance with the construction contract documents.

PHASE 8 – CONSTRUCTION OBSERVATION

MEAD & HUNT will supply a resident project representative (RPR) for construction observation and documentation for the expected sixteen (16) months of construction activity. At this time, the needed construction observation efforts are estimated to be 24-32 hours per week. The duration and amount of work effort may vary based on the contractor's efforts and the OWNER's needs. The RPR will observe the construction activities, review conformance with contract documents, observe quality assurance testing, maintain a detailed log including red-line construction drawings, field verify work quantities, and collect/forward and verify resolution of resident/property owner complaints. These efforts will be documented in electronic reports of construction and will include construction photographs. Quality control will be completed by an Inspection Supervisor and the Project Manager in the form of field visits and work product review.

Deliverables – Construction Observation

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

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PHASE 9 – PROJECT CLOSEOUT

Substantial and Final Completion

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

Deliverables – Substantial and Final Completion

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

As-Built Review and Record Drawings

MEAD & HUNT will review contractor final as-builts for compliance with the contract documents. MEAD & HUNT will prepare final record drawings utilizing contractor as-builts and inspector sketches, photographs, and other documentation. Record drawings to be provided electronically to the OWNER.

Deliverables – As-Built Review and Record Drawings

- Acceptable Contractor as-builts (Electronic PDF and AutoCAD Format)
- Record Drawings (Electronic PDF and AutoCAD Format)

Permitting Closeout

MEAD & HUNT will prepare and provide certifications of completion to the following permitting agencies for permit closeout:

- FDEP
- City of Holly Hill

PHASE 10 – FUNDING ASSISTANCE

MEAD & HUNT will provide funding assistance to the OWNER to develop the most cost-effective funding for the project. Assistance will consist of searching for funding for which the project is eligible, developing a schedule for applying for funding, applying for the funding, and providing compliance assistance for the funding selected. This assistance includes:

Prebid Meeting

MEAD & HUNT Funding Representative will attend prebid meeting to explain to prospective contractors the requirements included in the bidding documents for funding compliance. The requirements may include (but are not limited to) Davis-Bacon Act requirements, M/WBE requirements, American Iron and Steel requirements or Build America, Buy American requirements.

Authority to Award Documents

MEAD & HUNT will contact the Project Manager, Engineer, and the OWNER to obtain the following documents and organize all information together to provide to funding agencies:

- A copy of any addenda not previously provided to agencies,
- A copy of the affidavit of publication,
- The signed and sealed bid tabulation,
- The selected bidder's proposal,
- Engineer's letter recommending award,
- The Wage Determination within the project's specifications,
- The contractor's signed Appendix A from the FDEP Supplementary Conditions in the specifications and a copy of the bid bond or security.

MEAD & HUNT will use SAM.gov (System for Award Management) to search for the contractor's registration and if there are exclusion records. MEAD & HUNT will fill out the FDEP's Certification the Contractor is Not Debarred form and will provide the information obtained from SAM.gov with the Certification to the OWNER for review and signature.

MEAD & HUNT will review the contractor's proposal for a list of M/WBE subcontractors. If a list is provided within the contractor's proposal MEAD & HUNT will cross-reference SAM.gov for subcontractor's registration and exclusion records. However, if a list is not provided, MEAD & HUNT will request the list from the contractor.

MEAD & HUNT will request from the contractor the recorded efforts to contact M/WBE subcontractors to subcontract portions of the job. Upon receipt of the contactor's documentation of M/WBE solicitation, MEAD & HUNT will fill out the Certification of Affirmative Steps for M/WBE participation and provide it to the OWNER for review and signature.

Notice to Proceed, Contract Documents, and Certification of Contractor's Insurance and Bonding

The funding agencies generally require a copy of the Notice to Proceed (NTP) issued to the Contractor authorizing the start date of construction.

MEAD & HUNT will request the NTP from the OWNER and provide to the agencies. MEAD & HUNT will request a copy of the conformed construction contract and provide to the agency upon receipt. Using the conformed construction contract, MEAD & HUNT will use the copy of the contractor's payment and performance bonds contained in the contract to fill out the Certification of Contractor's Insurance and Bonding form and provide to the OWNER for signature.

Once MEAD & HUNT has received the signed form from the OWNER, MEAD & HUNT will provide that document to the funding agency for approval.

Attachment: Exhibit C - Amendment # 1 Wastewater Treatment Resilience Improvements - Mead and Hunt (2024-R-92 : Engineering Services for

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Grant or Loan Administration

MEAD & HUNT will process reimbursement requests on the OWNER's behalf. Record-keeping and files must be kept in accordance with the funding agency requirements. MEAD & HUNT will prepare a 'Master' file for each project and provide a template to the OWNER. The OWNER will be responsible for keeping a copy of all files in accordance with the 'Master' template.

PHASE 11 – SUBCONSULTANTS AND REIMBURSABLES

Items under this phase include out-of-pocket direct job expenses such as subconsultants, reproductions, postage, etc. It is assumed permit application fees will be paid using OWNER's Allowance. Items included in this phase will be billed at actual cost plus 10%.

Geotechnical – Soil borings and geotechnical evaluation will be performed by Ardaman & Associates. An allowance is included for these costs.

Land Surveying – Certified design survey will be performed by Southeastern Surveying and Mapping Corp (SSMC). A survey allowance is included.

PHASE 12 – CONTINGENCY

If additional services are identified as needed or required during the duration of the project, MEAD & HUNT will request written approval from the OWNER to utilize contingency funds for any additional work items. Contingency funds will be billed at time and expense. Additional work will be billed per the agreed upon contract hourly rates. MEAD & HUNT will not bill against the contingency funding without prior authorization from the OWNER.

EXCLUSIONS

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

SCHEDULE

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

Phase/Task	Duration to Complete (calendar days)	Commencing Upon
Phase 1 – Project Management	*915 days (30 months)*	*Receipt of notice to proceed*
Phase 2 – Data Collection and Site Reconnaissance	*30 days*	*Kick-off Meeting*

Phase 3 – Preliminary Design and 30% Plans	*90 days*	*Completion of data collection and reconnaissance*
Phase 4 – Project Design		
Task 1 – 60% Design	*60 days*	*OWNER approval of Phase 3*
Task 2 – 90% Design	*60 days*	*60% review meeting*
Task 3 – 100% Design	*30 days*	*90% review meeting*
Phase 5 – Permitting Assistance	*60 days*	*OWNER approval of 90% deliverable*
Phase 6 – Bidding Assistance Services	*90 days*	*OWNER approval of 100% deliverable*
Phase 7 – Construction Administration Services	*490 days*	*OWNER award to Contractor*
Phase 8 – Construction Observation	*490 days*	*Construction start*
Phase 9 – Project Closeout	*30 days*	*Substantial completion by contractor*
Phase 10 – Funding Assistance	*915 days*	*Receipt of notice to proceed*

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

COMPENSATION

The fee is based on the following breakdown:

Phase/Task	Fee/Cost	Basis
Phase 1 – Project Management	*$89,097*	*Lump Sum*
Phase 2– Data Collection and Site Reconnaissance	*$12,324*	*Lump Sum*
Phase 3 – Preliminary Design and 30% Plans	*$84,084*	*Lump Sum*
Phase 4 – Project Design	*$314,784*	*Lump Sum*
Phase 5 – Permitting Assistance	*$19,976*	*Lump Sum*
Phase 6 – Bidding Assistance Services	*$30,940*	*Lump Sum*
Phase 7 – Construction Engineering and Inspection (CEI) Services	*$170,251*	*Lump Sum*
Phase 8 – Construction Observation	*$159,210*	*Time & Expenses*
Phase 9 – Project Closeout	*$21,032*	*Lump Sum*
Phase 10 – Funding Assistance	*$40,136*	
Subtotal	***$941,834.00***	
Phase 11 – Subconsultants/Reimbursables	*$35,000*	*Actual cost plus 10% administrative markup*
Phase 12 – Contingency	*$50,000*	*Time & Expense*
TOTAL	***$1,026,834***	

Attachment: Exhibit C - Amendment # 1 Wastewater Treatment Resilience Improvements - Mead and Hunt (2024-R-92 : Engineering Services for

AUTHORIZATION:

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

Accepted by:	CITY OF HOLLY HILL	Approved by:	MEAD & HUNT, INC.
By:		By:	
Name:		Name:	Brad T. Blais, PE
Title:		Title:	Vice President/Client Manager
The above person is authorized to sign for Owner and bind the Owner to the terms hereof.			
Date:		Date	October 18, 2024

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

IF THE CONTRACTOR (MEAD & HUNT INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF HOLLY HILL, 1065 RIDGEWOOD AVENUE, HOLLY HILL, FL 32117, City Clerk, Valerie Manning, (386) 248-9441, cityclerk@hollyhill.org.

Attachment: Exhibit C - Amendment # 1 Wastewater Treatment Resilience Improvements - Mead and Hunt (2024-R-92 : Engineering Services for

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **November 12, 2024**
FROM: **Joseph Forte**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute a Lease Agreement with Pictona at Holly Hill for the Property Located at 1066 Ridgewood Avenue, Holly Hill, FL; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2024-R-93**
APPLICANT:
PLANNER:

DISCUSSION:

On April 14, 2020, the City entered into a management agreement with Pictona at Holly Hill to manage and operate the Pickleball facility. Pictona at Holly Hill and the City wish to enter into an Agreement for the management of a wellness facility at the former Holly Hill Chamber of Commerce/Holly Hill Historical Society building located at 1066 Ridgewood Avenue, Holly Hill, FL.

FISCAL ANALYSIS:

The city will continue to pay the overhead costs of the utilities associated with the facility as it had when the Chamber of Commerce and Historical Society occupied the structure. Additional information is contained in the agreement.

STAFF RECOMMENDATION:

The City Commission approve the Agreement and Authorize the City manager of Holly Hill to execute the Agreement.

COMMISSION GOAL:

Goal #3: Implement the CRA master plan with a focus on the best utilization of vacant properties and blighted properties in the city. Attention should also focus on infrastructure improvements within the district and strategies to encourage private investment and business retention.

MOTION:

APPROVE THE RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN

AGREEMENT WITH PICTONA AT HOLLY HILL.

ATTACHMENTS:

- Pictona Lease Agreement - Wellness Center - November 12, 2024 (PDF)

Resolution No. 2024-93

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH PICTONA AT HOLLY HILL FOR THE PROPERTY LOCATED AT 1066 RIDGEWOOD AVENUE, HOLLY HILL, FL; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH PICTONA AT HOLLY HILL FOR THE PROPERTY LOCATED AT 1066 RIDGEWOOD AVENUE, HOLLY HILL, FL; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 14, 2020, the City of Holly Hill (City) entered into a Management Agreement with Pictona at Holly Hill, Inc., to manage and operate the Pickleball Recreation Facility and other improvements; and

WHEREAS, Pictona at Holly Hill and the City wish to enter into an Agreement for the management of a wellness facility at the former Holly Hill Chamber of Commerce/Holly Hill Historical Society building located at 1066 Ridgewood Avenue, Holly Hill, FL.

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 approves the Agreement and authorizes the City Manager of the City of Holly Hill 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 retroactively to October 1, 2024.

APPROVED AND AUTHENTICATED on this 12th day of NOVEMBER, 2024.

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered this 12 day of November, 2024, between the parties and upon the terms and conditions set forth:

(a) Effective Date of Lease: October 1, 2024

(b) LANDLORD/LESSOR: City of Holly Hill, ("City")

(c) TENANT/LESSEE: Pictona at Holly Hill, Inc. (Pictona)

(d) Term of Lease: The term of this agreement shall be for a period of ten (10) years beginning on October 1, 2024 expiring on September 30, 2034.

1) Extension –There shall be four (4) five (5) year renewal options. Pictona must request a renewal option at least sixty days before the expiration of the Agreement and the City may extend this agreement for the renewal option term at its sole discretion. Pictona shall have no right to a renewal option regardless of compliance with this agreement or capital investment in the Premises by Pictona.

(e) Premises: The City does hereby lease and demise unto Pictona the premises known as the City Hall Annex, 1066 Ridgewood Avenue, Holly Hill, Florida, consisting of the entire building. The property is further described in Exhibit "A" attached hereto and by reference made a part hereof. (The "Premises").

(f) Purpose: Premises will be used exclusively for Pictona, and to provide physical and educational opportunities that promote personal and community wellness, including but not limited to, exercise classes, strength training programs, dance classes and fitness programs.

(g) Rental: Rent shall be one dollar ($1) per year.

(h) Additional Rent:

1) Taxes: It is acknowledged that the above reference amounts do not include State and Local Sales Taxes. Pictona shall provide City with a Sales Tax Exemption Certificate as the parties anticipate that Pictona is exempt from sales tax. If for some reason Pictona is not considered exempt from sales tax, Pictona shall be responsible to pay all applicable sales tax in addition to the rent amount. If applicable, Pictona shall be responsible for all property taxes and assessments levied against the Premises.

2) Utilities: The utility charges, including electricity, water, and sewer will be paid by the City during the Lease period.

(i) Insurance: City shall keep in full force and effect an insurance policy for fire, windstorm and other calamity insuring the premises. Pictona shall carry at its own expense Comprehensive General Liability and Property Damage Insurance with combined single limits of not less than

Attachment: Pictona Lease Agreement - Wellness Center - November 12, 2024 (2024-R-93 : Lease Agreement Between City and Pictona -

$1,000,000.00 with insurance companies authorized to do business in this State of Florida and with the City of Holly Hill named as additional insured and with provisions prohibiting the modification or cancellation of such insurance without at least fifteen (15) days' prior written notice to City. Pictona shall deliver said policies or certificates thereof to City upon execution of this Lease and thereafter renewal policies or certificates shall be delivered not less than fifteen (15) days prior to the expiration of the polices of insurance. The failure of Pictona either to effect said insurance in the names herein called for or to pay the premiums therefore or to deliver said policies or certificates to City shall permit City to procure the insurance and pay the requisite premium therefore, which premiums shall be paid to City with the next installment of rent.

(j) Repair/Maintenance:

1) Pictona accepts the premises in its present condition. Pictona shall maintain the interior of the premises including all plumbing, electrical and lighting replacement to include bulbs and ballasts in good order and repair as the same are in at the commencement of this Lease, ordinary wear and use and damage by fire or unavoidable casualty is expected. Pictona shall not cause or permit any waste or injury to the premises and shall keep the premises free from any and all objectionable noises, odor, rubbish, and debris inconsistent with the property operation of the Pictona's business therein. Pictona shall be responsible for all damages cause by Pictona and all occupants and guests of the Pictona.

2) Pictona shall not make any alteration of the premises without the written consent of City and if such consent be granted, any alteration shall be in accordance with all applicable laws, rules, regulations and codes.

3) All fixtures, partitions or other permanent installations and improvements to the premises made by the Pictona shall become a part of the realty and title thereto shall be vested in City. Pictona shall not make any such improvements without prior written consent of City.

4) City shall be responsible to provide operational heating and air conditioning to the leased premises, provide for the repair and maintenance of the structure and exterior of the City Hall Annex building and the landscaping and maintenance of the grounds located at 1066 Ridgewood Avenue, Holly Hill, Florida 32117. Improvements to the exterior of the building and/or grounds will be independently negotiated between the City and Pictona.

5) In the event the Premises sustains damage, the decision to repair the Premises and the extent of said repair, shall be determined at the sole discretion of the City. In the event the City elects not to repair, the City has the right to terminate this lease upon providing the Pictona with thirty (30) days advance notice. The City shall have the right to retain all insurance proceeds paid or payable for the damage and has no obligation to expend the insurance proceeds to repair the Premises, even if the insurance proceeds are paid by insurance provided by the Pictona. The City shall attempt to relocate the Pictona to another City facility, but said relocation shall be at the City's sole discretion.

Attachment: Pictona Lease Agreement - Wellness Center - November 12, 2024 (2024-R-93 : Lease Agreement Between City and Pictona -

(k) Defaults of Pictona and Remedies of City: In case of the failure on the part of Pictona to pay the rent and all other charges herein provided within five (5) business days subsequent to the time when the same shall become due and payable, no demand being required for same, or in case Pictona shall neglect or fail to perform or observe any of the other covenants, terms or conditions imposed upon Pictona by this Lease and fail to remedy and/or remove the breach within five (5) days of receipt of notice thereof from City or in the event Pictona filed or there is filed against Pictona petition under the Bankruptcy Act, then and in any of the above cases it shall be lawful for City at any time thereafter to terminate this Lease and pursue any and all legal remedies.

(l) Termination: City and Pictona shall each have the right to terminate this Lease without cause upon providing sixty (60) days' written notice to the other.

(m) Attorney Fees: The prevailing party in any litigation arising out of this Agreement shall be entitled to be reimbursed reasonable attorney fees and costs incurred.

(n) Assignment: This Lease is not assignable without prior written consent of the City, which may be withheld for any reason or no reason. It is the intent of the City that this Lease is not assignable except in very limited circumstances in which the assignee will be operating a non-profit organization for the cultural and historic interests of the City of Holly Hill.

City of Holly Hill, FL

By: _____

Title: _____

Date: _____

Pictona at Holly Hill, Inc.

By: _____

Title: _____

Date: _____

Attachment: Pictona Lease Agreement - Wellness Center - November 12, 2024 (2024-R-93 : Lease Agreement Between City and Pictona -

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **November 12, 2024**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Task Order for Lift Station #18 Remedial Improvements Under the Piggyback of the City of Clermont, FL Agreement No. 2023-071, for Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation with Danus Utilities, Inc., for $67,751.50 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2024-R-94**
APPLICANT:
PLANNER:

DISCUSSION:

The City Utility's Lift Station #18 requires remediation to maintain reliable uninterrupted service. The lift station's primary electrical pumping system fail during Hurricane Milton and required manual by-pass pump to maintain flows. The station wet well also shows evidence of groundwater infiltration and needs to be resealed.

The City of Holly Hill has established a piggy-back agreement for Danus Utilities, Inc., under the City of Clermont agreement No. 2023-071, a three year contract for sanitary sewer manhole, vault, and lift station rehabilitation services. The City of Clermont Agreement with Danus Utilities, Inc., is attached as Exhibit "A". Pursuant to the service agreement, sewer collection staff requested Danus Utilities provide a quote to remediate the lift station and installation of new permanent quick connect by-pass pump piping to make the station more resilient. The Danus Utilities, Inc., proposal is attached as Exhibit "B".

Policy 2.39 of the City's Purchasing Policy states "The City may utilize (piggy-back) any other government entity's open contracts that have been competitively bid and awarded to the low responsive, responsible bidder meeting specifications, in accordance with City Purchasing regulations The City may also piggy-back off U.S. General Services Administration, "GSA Contracts". When another entity's contract 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."

Utility Staff have reviewed the Danus Utilities Proposal and recommends Commission Approval.

FISCAL ANALYSIS:

Danus Utilities, Inc., provided a $67,751.50 task pricing based on City Resolution 2023-R-54, for sanitary sewer manhole, vault, and lift station rehabilitation services under a 3-year piggy-back agreement with the City of Clermont. Funding for manhole repair is budgeted project 25WW02, account number 407-8110-500-6300.

STAFF RECOMMENDATION:

Approve the task agreement with Danus Utilities, Inc., for $67,751.50 for resilient improvements of Lift Station #18 and authorize the City Manager to execute the same.

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 TASK AGREEMENT WITH DANUS UTILITIES, INC., FOR $67,751.50 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit A - Clermont Agreement 2023-071 (PDF)
- Exhibit B - Danus Utilities LS #18 Task Order (PDF)

Resolution No. 2024-94

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE TASK ORDER FOR LIFT STATION #18 REMEDIAL IMPROVEMENTS UNDER THE PIGGYBACK OF THE CITY OF CLERMONT, FL AGREEMENT NO. 2023-071, FOR SANITARY SEWER MANHOLE, VAULT, AND LIFT STATION REHABILITATION WITH DANUS UTILITIES, INC., FOR $67,751.50 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

IA RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE TASK ORDER FOR LIFT STATION #18 REMEDIAL IMPROVEMENTS UNDER THE PIGGYBACK OF THE CITY OF CLERMONT, FL AGREEMENT NO. 2023-071, FOR SANITARY SEWER MANHOLE, VAULT, AND LIFT STATION REHABILITATION WITH DANUS UTILITIES, INC, FOR $67,751.50 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City utility system requires assistance with contract septic sewer pumping services to provide for preventative maintenance, planned outages and emergencies to ensure uninterrupted services to the community and spill remediation; and

WHEREAS, Danus Utilities, Inc., has an active 3-year contract (No. 2023-071) with the City of Clermont, FL for the sanitary sewer manhole, vault, and lift station rehabilitation services which the City of Holly Hill piggybacked with City Resolution 2023-R-54; and

WHEREAS, Danus Utilities, Inc., provided a Task Order Quote of $67,751.50 to seal and replumb the station for by-pass pumping for Lift Station #18; and

WHEREAS, The Utility maintains Capital Funding for Lift Station Improvements in FY2024-2025 Budget Account 407-8110-580-6300 to fund the remediation 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 approve the task order from Danus Utilities Inc., for Lift Station #18 improvements in the amount of $67,751.50 and authorize the City Manager to execute the same.

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 12th day of NOVEMBER, 2024.

AGREEMENT No. 2023-071

SANITARY SEWER MANHOLE, VAULT, AND LIFT STATION REHABILITATION

THIS AGREEMENT, is made and entered into this, August 22, 2023, by and between the CITY OF CLERMONT, FLORIDA, a municipal corporation under the laws of the State of Florida whose address is: 685 W. Montrose Street, Clermont, Florida, (hereinafter referred to as "CITY"), and DANUS UTILITIES, INC, whose address is: 2320 Beardall Ave., Sanford, FL 32771, (hereinafter referred to as "CONTRACTOR").

WHEREAS, the City of Clermont issued RFB 23-085 titled Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation;

WHEREAS, CONTRACTOR submitted its response dated July 6, 2023, to RFB 23-085;

WHEREAS, CITY desired to award a contract to CONTRACTOR in accordance with the terms and conditions of RFB 23-085 and CONTRACTOR's response thereto;

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

1. SCOPE OF WORK

The CONTRACTOR shall furnish provide sewer manhole, vault, and lift station rehabilitation as described in CITY's RFB 23-085 and CONTRACTOR's July 6, 2023 response thereto, which are expressly incorporated herein and made a part of the Agreement Documents hereto and shall do everything required by this Agreement and the Agreement Documents. Provided, however, that nothing herein shall require CITY to purchase or acquire any items or services from CONTRACTOR.

2. THE CONTRACT SUM

CITY shall pay CONTRACTOR, for the faithful performance of the Agreement as set forth in the Agreement Documents and the Unit Price Schedule an amount in accordance with the compensation schedule set forth in Exhibit "A", attached hereto and incorporated herein.

3. PROVISION OF SERVICES AND COMPLETION OF WORK

A. The CONTRACTOR shall only provide the CITY with sewer manhole, vault, and lift station rehabilitation upon receipt of an authorized order from CITY and shall provide the requested items in the timeframe and as set forth in RFB 23-085 or in the specific purchase order submitted by CITY. Nothing herein shall obligate CITY to purchase any specific amount of product from CONTRACTOR or create an exclusive purchase agreement between CITY and CONTRACTOR. CITY shall not be obligated or required to pay for any items received until such time as CITY has accepted the items in accordance with the order provided to CONTRACTOR.

Attachment: Exhibit A - Clermont Agreement 2023-071 (2024-R-94 : Lift Station #18 Improvements)

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B. CONTRACTOR, upon receipt of a purchase order hereunder, shall immediately notify CITY if it has an issue or question related to the fulfillment of the order or whether there will be any delay in providing the items requested. Failure of CONTRACTOR to so notify CITY will preclude CONTRACTOR from seeking payment of any kind for any items that were delayed in delivery. Upon receipt of notification of the delay, CITY may at its sole option cancel the order and seek the items from any available source.

C. It is expressly understood and agreed that the passing, approval, and/or acceptance of any services herein by CITY or by any agent or representative as in compliance with the terms of this Contract shall not operate as a waiver by the CITY of strict compliance with the terms of this Contract and the CITY may require the CONTRACTOR replace the accepted services so as to comply with the warranties and specifications hereof.

D. COMPANY specifically acknowledges that this Contract does not bind or obligate CITY to purchase any minimum quantity of product during the term hereof.

4. TERM AND TERMINATION

A. This Agreement is to become effective upon execution by both parties and shall remain in effect for a period of three (3) years thereafter, unless terminated or renewed as provided for herein.

B. Notwithstanding any other provision of this Agreement, CITY may, upon written notice to CONTRACTOR, terminate this Agreement: a) without cause and for CITY's convenience upon thirty (30) days written notice to CONTRACTOR; b) if CONTRACTOR is adjudged to be bankrupt; c) if CONTRACTOR makes a general assignment for the benefit of its creditors; d) CONTRACTOR fails to comply with any of the conditions of provisions of this Agreement; or e) CONTRACTOR is experiencing a labor dispute, which threatens to have a substantial, adverse impact upon the performance of this Agreement, without prejudice to any other right or remedy CITY may have under this Agreement. In the event of such termination, CITY shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work, properly performed and accepted prior to the effective date of termination.

C. Upon mutual Agreement of the parties, this Agreement may be renewed for three (3) additional one-year terms. Sixty (60) days prior to completion of each extended term of this Agreement, CONTRACTOR may request and the City may consider an adjustment to price based on changes in the Producer Price Index (PPI).

Attachment: Exhibit A - Clermont Agreement 2023-071 (2024-R-94 : Lift Station #18 Improvements)

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5. PAYMENTS

In accordance with the provisions fully set forth in the Contract Documents, CONTRACTOR shall submit an invoice to CITY upon completion of the services and delivery of products to CITY as set forth in the applicable purchase order. CITY shall make payment to the CONTRACTOR for all accepted deliveries and undisputed products delivered and services provided, within thirty (30) calendar days of receipt of the invoice.

6. DISPUTE RESOLUTION - MEDIATION

A. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to voluntary arbitration or the institution of legal or equitable proceedings by either party.

B. The CITY and CONTRACTOR shall endeavor to resolve claims, disputes and other matters in question between them by mediation.

C. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Clermont, Lake County, Florida, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement Agreements in any court having jurisdiction thereof.

7. INSURANCE AND INDEMNIFICATION RIDER

7.1. Worker's Compensation Insurance

The CONTRACTOR shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all its employees connected with the work of this Project and, in case any work is sublet, the CONTRACTOR shall require the subCONTRACTOR similarly to provide Worker's Compensation Insurance for all of the subCONTRACTOR employees unless such employees are covered by the protection afforded by the CONTRACTOR. Such insurance shall comply with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this Agreement at the site of the Project is not protected under the Worker's Compensation statute, the CONTRACTOR shall provide adequate insurance, satisfactory to the CITY, for the protection of employees not otherwise protected.

7.2. CONTRACTOR's Commercial General Liability Insurance

The CONTRACTOR shall take out and maintain during the life of this Agreement, Commercial General Liability and Business Automobile Liability Insurance as shall protect it from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement whether such operations are by itself or by anyone directly or indirectly employed by it, and the amount of such insurance shall be as follows:

A. CONTRACTOR's Commercial General Liability, $1,000,000 Each, ($1,000,000 aggregate). Liability Coverages, Bodily Injury Occurrence, & Property Damage Combined Single Limit

Attachment: Exhibit A - Clermont Agreement 2023-071 (2024-R-94 : Lift Station #18 Improvements)

B. Automobile Liability Coverages, $1,000,000 Each, Bodily Injury & Property Damage Occurrence, Combined Single Limit

Insurance clause for both BODILY INJURY AND PROPERTY DAMAGE shall be amended to provide coverage on an occurrence basis.

7.3. CITY's and CONTRACTOR's Protective Liability Insurance

The CITY shall procure and furnish a CITY's and CONTRACTOR's Protective Liability Insurance Policy with the following minimum limits:

A. Bodily Injury Liability & $1,000,000 Each ($2,000,000 aggregate) Property Damage Liability Occurrence Combined Single Limit.

7.4. Indemnification Rider

A. To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the CITY and its employees from and against all claims, damages, losses and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from its performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) , and (2) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not such acts are caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Article; however, this indemnification does not include the sole acts of negligence, damage or losses caused by the CITY and its other contractors.

B. In any and all claims against the CITY or any of its agents or employees by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

C. The CONTRACTOR hereby acknowledges receipt of ten dollars and other good and valuable consideration from the CITY for the indemnification provided herein.

Attachment: Exhibit A - Clermont Agreement 2023-071 (2024-R-94 : Lift Station #18 Improvements)

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8. NOTICES

All notices shall be in writing and sent by United States mail, certified or registered, with return receipt requested and postage prepaid, or by nationally recognized overnight courier service to the address of the party set forth below. Any such notice shall be deemed given when received by the party to whom it is intended.

A. **CONTRACTOR:**

Danus Utilities, Inc.

Attn: Daniel J Pardus, President

2320 Beardall Ave., Sanford, FL 32771

A. **OWNER:**

City of Clermont

Attn: Brian Bulthuis, City Manager

685 W. Montrose Street, Clermont, FL 34711

9. MISCELLANEOUS

9.1. Attorneys' Fees

In the event a suit or action is instituted to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover such sum as the Court may adjudge reasonable as attorneys' fees at trial or on any appeal, in addition to all other sums provided by law.

9.2. Waiver

The waiver by city of breach of any provision of this Agreement shall not be construed or operate as a waiver of any subsequent breach of such provision or of such provision itself and shall in no way affect the enforcement of any other provisions of this Agreement.

9.3. Severability

If any provision of this Agreement or the application thereof to any person or circumstance is to any extent invalid or unenforceable, such provision, or part thereof, shall be deleted or modified in such a manner as to make the Agreement valid and enforceable under applicable law, the remainder of this Agreement and the application of such a provision to other persons or circumstances shall be unaffected, and this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.

9.4. Amendment

Except for as otherwise provided herein, this Agreement may not be modified or amended except by an Agreement in writing signed by both parties.

Attachment: Exhibit A - Clermont Agreement 2023-071 (2024-R-94 : Lift Station #18 Improvements)

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9.5. Entire Agreement

This Agreement including the documents incorporated by reference contains the entire understanding of the parties hereto and supersedes all prior and contemporaneous Agreements between the parties with respect to the performance of services by CONTRACTOR.

9.6. Assignment

Except in the event of a merger, consolidation, or other change of control pursuant to the sale of all or substantially all of either party's assets, this Agreement is personal to the parties hereto and may not be assigned by CONTRACTOR, in whole or in part, without the prior written consent of city.

9.7. Venue

The parties agree that the sole and exclusive venue for any cause of action arising out of this Agreement shall be Lake County, Florida.

9.8. Applicable Law

This Agreement and any amendments hereto are executed and delivered in the State of Florida and shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Florida.

9.9. Public Records

The CONTRACTOR expressly understands records associated with this project are public records and agrees to comply with Florida's Public Records law, to include, to:

A. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services contemplated herein.

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 this Florida's Public Records law or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

D. Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONTRACTOR upon the termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. CONTRACTOR shall use reasonable efforts to provide all records stored electronically to the CITY in a format that is compatible with the information technology systems of the CITY.

E. 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, THE

Attachment: Exhibit A - Clermont Agreement 2023-071 (2024-R-94 : Lift Station #18 Improvements)

CONTRACTOR SHALL CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT THE CITY CLERK'S OFFICE, (352) 241-7331.

10. CONTRACT DOCUMENTS

The Contract Documents, as listed below are herein made fully a part of this Contract as if herein repeated.

Document Precedence:

A. This Agreement

B. Purchase Order / Notice To Proceed

C. An applicable Contractor Quote or Statement of Work

D. All documents contained in RFB 23-085 titled Sanitary Sewer Manhole, Vault, and Lift Station Rehabilitation and CONTRACTOR's response thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 23rd day of August, 2023.

CITY OF CLERMONT

DocuSigned by:
2BA7692F758C492...

Tim Murry, Mayor

ATTEST:

DocuSigned by:
Tracy Ackroyd Howe
3AD7F34905B344A...

DS

Tracy Ackroyd Howe, City Clerk

Attachment: Exhibit A - Clermont Agreement 2023-071 (2024-R-94 : Lift Station #18 Improvements)

DANUS UTILITIES, INC.

By: DocuSigned by: Daniel J Pardus 1A04B643441C4D9...

Print Name: Daniel J Pardus

Title: President

Date: 8/24/2023

Attachment: Exhibit A - Clermont Agreement 2023-071 (2024-R-94 : Lift Station #18 Improvements)

DocuSign Envelope ID: 422E3C33-5760-434C-BBCA-B9EFE5843EF4

Exhibit A

GROUP 1 PRICING (MANHOLE AND/OR VAULT REHABILITATION

Danus Utilities, Inc.

Line Item	Description	Quantity	UOM	Unit Cost	Total
1	Cementitious lining of Brick Manhole – 48 in. Diameter	50	VF	$ 270.00	$ 13,500.00
2	Cementitious lining of Pre-cast Manhole – 48 in. Diameter	250	VF	$ 240.00	$ 60,000.00
3	Cementitious lining of Brick Manhole – 60 in. Diameter	40	VF	$ 300.00	$ 12,000.00
4	Cementitious lining of Pre-cast Manhole – 60 in. Diameter	25	VF	$ 270.00	$ 6,750.00
5	Adjust Existing Manhole Casting within Asphalt Pavement	1	EA	$ 1,325.00	$ 1,325.00
6	Adjust Existing Manhole Casting within Green Area	10	EA	$ 925.00	$ 9,250.00
7	Furnish New Ring and Cover USF 170 (SANITARY)	1	EA	$ 425.00	$ 425.00
8	Re-Construct Manhole Bench and Flow Channel	2	EA	$ 750.00	$ 1,500.00
	Total				$ 104,750.00

GROUP 2 PRICING (LIFSTATION REHABILITATION)

Danus Utilities, Inc.

Line Item	Description	Quantity	UOM	Unit Cost	Total
9	Lift Station Surface Rehabilitation by Cementitious Lining.	100	SF	$ 32.00	$ 3,200.00
10.a	Bypass 8 in. Sewer Setup	9	EA	$ 750.00	$ 6,750.00
10.b	Bypass 10 in. to 12 in. Sewer Setup	4	EA	$ 900.00	$ 3,600.00
10.c	Bypass 15 in. to 18 in. Sewer Setup	4	EA	$ 1,000.00	$ 4,000.00
10.d	Sewer Bypass 4 in. Pump	25	Per Day	$ 610.00	$ 15,250.00
10.e	Sewer Bypass 6 in. Pump	10	Per Day	$ 1,000.00	$ 10,000.00
10.f	Sewer Bypass 8 in. Pump	10	Per Day	$ 1,350.00	$ 13,500.00
11.a	Furnish and Install Pump Base – 4 in. (inclusive of pump brackets)	10	EA	$ 3,125.00	$ 31,250.00
11.b	Furnish and Install Pump Base – 6 in. (inclusive of pump brackets)	4	EA	$ 3,750.00	$ 15,000.00
11.c	Furnish and Install Pump Base – 8 in. (inclusive of pump brackets)	4	EA	$ 7,600.00	$ 30,400.00
12.a	Re-Construct Lift Station Fillet – 6 ft. Diameter	5	EA	$ 800.00	$ 4,000.00
12.b	Re-Construct Lift Station Fillet – 8 ft. Diameter	2	EA	$ 850.00	$ 1,700.00
12.c	Re-Construct Lift Station Fillet – 10 ft. Diameter	2	EA	$ 900.00	$ 1,800.00
12.d	Re-Construct Lift Station Fillet – 12 ft. Diameter	2	EA	$ 950.00	$ 1,900.00
13	Removal of Existing Coating	200	SF	$ 10.00	$ 2,000.00
14.a	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 4 in. (price per each riser)	10	EA	$ 15,270.00	$ 152,700.00

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14.b.	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 6 in. (price per each riser)	4	EA	$ 19,050.00	$ 76,200.00
14.c	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 8 in. (price per each riser)	4	EA	$ 28,150.00	$ 112,600.00
14.d	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 10 in. (price per each riser)	4	EA	$ 37,495.00	$ 149,980.00
14.e	Remove and Replace Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault – 12 in. (price per each riser)	4	EA	$ 45,920.00	$ 183,680.00
15.a	Furnish and Install 6 ft. top slab with 36in. x 48in. hatch with Safety Grate	5	EA	$ 8,865.00	$ 44,325.00
15.b	Furnish and Install 8 ft. top slab with 36in. x 48in. hatch with Safety Grate (Coal Tar Epoxy Coating)	2	EA	$ 10,930.00	$ 21,860.00
16.a	Furnish and install 5 ft. x 5 ft. valve box with 48in. x 48in. Hatch (Coal Tar	5	EA	$ 16,460.00	$ 82,300.00
16.b	Furnish and install 6 ft. x 6 ft. valve box with 48in. x 48in. Hatch (Coal Tar	2	EA	$ 17,890.00	$ 35,780.00
17.a	Temporary Bypass Riser – 4 in.	5	EA	$ 4,485.00	$ 22,425.00
17.b	Temporary Bypass Riser – 6 in.	2	EA	$ 5,710.00	$ 11,420.00
17.c	Temporary Bypass Riser – 8 in.	2	EA	$ 8,375.00	$ 16,750.00
18.a	2 in. SS Dual Guide rails with brackets – 10 ft. to 15 ft. (Price Per Pump)	10	EA	$ 1,972.00	$ 19,720.00
18.b	2 in. SS Dual Guide rails with brackets – 15 ft. to 20 ft. (Price Per Pump)	5	EA	$ 2,012.00	$ 10,060.00
19.a	3 in. SS Dual Guide rails with brackets – 10 ft. to 15 ft. (Price Per Pump)	5	EA	$ 2,812.00	$ 14,060.00
19.b	3 in. SS Dual Guide rails with brackets – 15 ft. to 20 ft. (Price Per Pump)	5	EA	$ 3,012.00	$ 15,060.00
20	Furnish and Install 3 in. Drain	5	EA	$ 600.00	$ 3,000.00
21	Furnish and Install SCH-80 PVC Vent – 4 in.	5	EA	$ 550.00	$ 2,750.00
22.a	Drain and Clean Wet Well – 6 ft.	5	EA	$ 1,700.00	$ 8,500.00
22.b	Drain and Clean Wet Well – 8 ft.	2	EA	$ 1,837.00	$ 3,674.00
22.c	Drain and Clean Wet Well – 10 ft.	3	EA	$ 2,075.00	$ 6,225.00
22.d	Drain and Clean Wet Well – 12 ft.	3	EA	$ 2,212.00	$ 6,636.00
23.a.i	Connect Lift Station Piping to Existing Force Main – 4 in. (Include Line Stop and Plug Valve) PVC Force Main	5	EA	$ 14,450.00	$ 72,250.00
23.a.ii	Connect Lift Station Piping to Existing Force Main – 4 in. (Include Line Stop and Plug Valve) Ductile Force Main	5	EA	$ 15,400.00	$ 77,000.00
23.b.i	Connect Lift Station Piping to Existing Force Main – 6 in. (Include Line Stop and Plug Valve) PVC Force Main	2	EA	$ 14,760.00	$ 29,520.00

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23.b.ii	Connect Lift Station Piping to Existing Force Main – 6 in. (Include Line Stop and Plug Valve) Ductile Force Main	2	EA	$ 15,400.00	$ 30,800.00
23.c.i	Connect Lift Station Piping to Existing Force Main – 8 in. (Include Line Stop and Plug Valve) PVC Force Main	2	EA	$ 17,755.00	$ 35,510.00
23.c.ii	Connect Lift Station Piping to Existing Force Main – 8 in. (Include Line Stop and Plug Valve) Ductile Force Main	2	EA	$ 18,410.00	$ 36,820.00
23.d.i	Connect Lift Station Piping to Existing Force Main – 10 in. (Include Line Stop and Plug Valve) PVC Force Main	2	EA	$ 22,525.00	$ 45,050.00
23.d.ii	Connect Lift Station Piping to Existing Force Main – 10 in. (Include Line Stop and Plug Valve) Ductile Force Main	2	EA	$ 23,050.00	$ 46,100.00
23.e.i	Connect Lift Station Piping to Existing Force Main – 12 in. (Include Line Stop and Plug Valve) PVC Force Main	2	EA	$ 26,320.00	$ 52,640.00
23.e.ii	Connect Lift Station Piping to Existing Force Main – 12 in. (Include Line Stop and Plug Valve) Ductile Force Main	2	EA	$ 26,965.00	$ 53,930.00
24.a	Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.a – 4 in. (This price will be either added if more or subtracted if less from original	2	EA	$ 15,200.00	$ 30,400.00
24.b	Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell, and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.b – 6 in. (This price will be either added if more or subtracted if less from original	3	EA	$ 18,725.00	$ 56,175.00
24.c	Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell, and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.c – 8 in. (This price will be either added if more or subtracted if less from original	3	EA	$ 27,100.00	$ 81,300.00
24.d	Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell, and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.d – 10 in. (This price will be either added if more or subtracted if less from original	3	EA	$ 36,375.00	$ 109,125.00
24.e	Removal, Furnish and Installation of HDPE Riser Pipe, Bracket, Base Ell, and Base Plate in Place of Ductile Iron Riser and Fitting on Line Item 14.e – 12 in. (This price will be either added if more or subtracted if less from original	3	EA	$ 44,400.00	$ 133,200.00
25.a	Removal, Furnish, & Installation of Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 6 in.	1	EA	$ 9,400.00	$ 9,400.00
25.b	Removal, Furnish, & Installation of Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 8 in.	1	EA	$ 12,875.00	$ 12,875.00

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25.c	Removal, Furnish, & Installation of Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 10 in.	1	EA	$ 17,825.00	$ 17,825.00
25.d	Removal, Furnish, & Installation of Existing Potable water Piping and PRV Valve within Existing and through Existing Valve Vault – 12 in.	1	EA	$ 24,475.00	$ 24,475.00
26.a	2-in. Line Stop Stainless Steel	1	EA	$ 9,650.00	$ 9,650.00
26.b	4-in. Line Stop Stainless Steel	1	EA	$ 10,950.00	$ 10,950.00
26.c	6-in. Line Stop Stainless Steel	1	EA	$ 11,500.00	$ 11,500.00
26.d	8-in. Line Stop Stainless Steel	1	EA	$ 12,375.00	$ 12,375.00
26.e	10-in. Line Stop Stainless Steel	1	EA	$ 13,410.00	$ 13,410.00
26.f	12-in. Line Stop Stainless Steel	1	EA	$ 15,725.00	$ 15,725.00
26.g	14-in. Line Stop Stainless Steel	1	EA	$ 19,100.00	$ 19,100.00
26.h	16-in. Line Stop Stainless Steel	1	EA	$ 22,190.00	$ 22,190.00
26.i	20-in. Line Stop Stainless Steel	1	EA	$ 25,270.00	$ 25,270.00
	Total				$ 2,238,620.00

3. SCOPE OF WORK

3.1. Part 1: General

A. Summary:

1. These specifications shall govern all labor, material, equipment, and appliances necessary for sanitary sewer manhole and lift station rehabilitation for the purpose of eliminating infiltration and inflow, providing corrosion protection, repair of cracks and voids, and restoration of the structural integrity of the manhole/ lift stations as a result of the application of a monolithic fiber-reinforced structural/structurally enhanced pure calcium aluminate cementitious liner to the wall, ceiling, and bench surfaces of concrete, brick or any other masonry construction material. Including lift station piping rehabilitation as detailed in the specifications.

B. Submittals:

1. Submit the manufacturer's material data and application and installation instructions for all products used for approval prior to use.
2. Provide documentation that the proposed manhole/lift station rehabilitation process has a minimum three (3) year history/experience for the reconstruction of sanitary sewer manholes and lift stations on projects of similar size and scope (SEE PART 4, MINIMUM QUALIFICATIONS AND REQUIREMENTS).

C. Quality Assurance

1. Use, mix, apply, and cure all products in accordance with the manufacturer's recommendations and instructions.
2. Install all products in accordance with the manufacturer's recommendations and instructions.

3.2. Part 2: Products

A. Materials

1. Patching Mix:
   a. A quick-setting, fiber-reinforced, calcium aluminate-based cementitious material for patching and filling voids and cracks.
2. Infiltration Control Mix:
   a. A rapid-setting cementitious product specifically formulated for infiltration control.
3. Grouting Mix:
   a. A rapid-setting cementitious grout specifically formulated to stop active infiltration and fill voids.

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b. A rapid-setting chemical grout specifically formulated for stopping very active infiltration.

4. Liner Mix:

a. A fiber-reinforced pure-fused calcium aluminate cement and calcium aluminate aggregate to be wet mixed and low pressured spray applied to form the structural/structurally enhanced monolithic cementitious liner covering all interior manhole surfaces. Liner material to be SewperCoat, Strong Seal, Parson CA Liner + Cement Plus, Maximum CA + Cement or approved equivalent material by the City prior to installation.

b. Materials must be pre-mixed and specially formulated to withstand H2S (hydrogen sulfide) bacterial corrosion and abrasion in sewer networks.

c. **The products mentioned above must be accompanied by a certified letter from the manufacturer and a letter from the contractor for a 10-year warranty.**

5. Bonding Compound:

a. Material must be modified cementitious bonding compound that protects exposed reinforcement steel and enhances the bond of overlay to the substrate.

6. Water:

a. The water must be clean and potable and will be provided by the City at designated fill stations.

3.3. Part 3: Execution

A. Preparation

1. Place covers over sewer inverts to prevent extraneous material from entering the sewer lines.

2. Remove foreign, loose, and unsound concrete and masonry material not able to be removed by high-pressure water spray may require the use of masons or mechanical tools for removal.

3. Clean the interior surfaces of the manhole/lift station with high-pressure (3,500 psi minimum) water spray, using detergent, muriatic acid, antibacterial agent, or other chemicals to remove grease, oil, and other contaminants that would prevent a good bond between the existing manhole interior surface and the liner material.

4. Active hydrostatic leaks (infiltration) shall be stopped using the rapid-setting specially formulated infiltration control mix.

5. Very active hydrostatic leaks (infiltration) shall be stopped using one of the rapid-setting grouting mixes specially formulated for control of very active infiltration.

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6. Clean and prepare exposed reinforcement steel, and apply and cure bonding compound, in accordance with the product manufacturer's instructions and recommendations.
7. Prepare cracks and voids to be patched and filled, and apply and cure patching mix, in accordance with the product manufacturer's instructions and recommendations.
8. Areas of the manhole/lift station that are found to be structurally damaged and in need of repair beyond the scope of this specification must be brought to the attention of the City's Project Manager. A suitable repair method must be developed for each area and submitted to the City's Project Manager for review prior to commencing the repair.
9. Prepare, clean, and repair manhole/lift station benches and inverts in the same manner as prescribed above.

B. Liner Application, Curing, and Testing

1. Prepare manhole/lift station surfaces, wet batch-mix liner materials low-pressure spray, apply liner mix to the manhole ceiling, wall, and bench surfaces, and allow the liner to cure in accordance with the product manufacturer's instructions and recommendations.
2. Liner application must be 1/2-inch for manholes and 1-inch for wet wells minimum thickness. The application must be completed with a minimum of two coats. The first coat must be applied at a thickness adequate to cover the substrate and be trowled to compact the material into voids and set the bond. The second coat must be applied to ensure complete coverage at the specified thickness.
3. Inverts must be lined with the patching mix, and trowel applied in one coat to a 1-inch minimum thickness.
4. Prepare, label, and submit recommended daily or per lot test specimens for testing.

C. Cleaning

1. Clean manhole/lift station interiors and remove all construction-related materials, equipment, and appliances from the manhole/lift station prior to reinstatement to service.

D. Lift Station Rehabilitation

1. By-pass pumps must be sound attenuated and meet the minimum flow requirements for each station. The system must have a second pump tied in and ready in case the primary pump fails. The system must be monitored 24 hours a day by a remote dialer and contractor personnel. The successful respondent is responsible for emergency calls day and night while it is on by-pass pumps. The bypass system must be tested to ensure proper operation. The City must witness the testing and sign off prior to starting rehabilitation.

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2. Temporary pump-out riser will need to be installed first and may be left as the emergency pump out. The City will help determine the best location for both parties. The riser must consist of a flanged P-401 spool coming up above grade, flanged P-401 90, MJ P-401 Tee, two MJ gate valves with valve boxes, and all necessary restraint devices. A flanged aluminum male cam-lock and dust cap with a 6-inch flanged ¼ turn plug valve should be installed on the elbow after the job is completed.
3. The successful respondent is responsible for the removal of pumps, pipes, and valves. The City will disconnect the pump leads, remove the floats, and transducer. The pumps are to be given to the City after removal. All other materials are to be hauled and disposed of by the successful respondent.
4. Installation of base elbows must be as per manufacturers' specifications. The bases must be Flygt dual rail design. Existing pumps will need the top bolt-on guide rail bracket. Guide rails must be 3-inch stainless steel with a stainless guide rail bracket. Any modification to the existing floor or fillet for proper installation must be included in the pricing.
5. Ductile Iron pipe and fittings shall be P-401 lined. All flanged connections shall have 316 stainless steel nuts & bolts. The use of an anti-seizing compound is required on all bolts.
6. Valves inside the valve box must be Mueller, American, Clow, Dezurik, or Pratt. Check valves must be flanged L/W type with rubber disc seal. Plug valves must be flanged ¼ turn direct nut with 80% opening.
7. Pressure gauges must be installed on each discharge pipe downstream of the plug valve. The 1/2-inch tap can be directly into the ductile iron pipe. Stainless steel nipples and ball valves shall be used to make the connection. Gauges shall be 4-1/2 inch SS liquid filled with diaphragm.
8. Vent cap must be all SCH-80 PVC fittings. Use 4-inch elbows and Vanstone flanges with a SS screen between them.
9. Use a 12-foot average riser length for line item 14.a, 14.b, 14.c and alternate price for line item 1.a, 1.b, 1.c, in the Price Schedule of this RFB.

E. Alternate Bid

1. HDPE SDR-11 IPS pipe riser must be factory butt fused. The riser must have a flange adapter with SS backup ring, 90 elbow, and enough pipe to go through the wall to the restrained coupling between the wet well and valve box. The height may be adjusted with one fusion coupling. The use of a SS stiffener is required at the MJ connection.
2. A 316 stainless steel base plate must be used. Plates shall be at least 12" x 12" x ½"-thick (base plate to be used with HDPE only).

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3. Pipe bracing is required every 8-feet minimum. The first must be within 6-inches of the top elbow. The bracing must be 316 stainless steel, going from wall to wall behind the risers with a stainless steel U-bolt holding the riser to the brace. All nuts shall be vinyl locking stainless steel.

3.4. Part 4: Minimum Qualifications and Requirements

A. The installer **MUST** have been engaged in the installation of Manhole and Lift Station System Rehabilitation Contracting Services for a minimum of 3 years and have rehabilitated a minimum of 500 sanitary sewer manholes and 15 lift stations, in the State of Florida, utilizing a system that offers pure fused Calcium Aluminate.

B. The installer **MUST** include in their response a list of 10 references, for which manhole, lift station, or wet well rehabilitation contracting services have been provided within the last 3 years. The reference list must include the name of the company, contact person, telephone number, project duration, contract value, and the number of manholes/lift stations for each reference.

C. The successful respondent will be responsible for knowledge of and compliance with all relatively local, state, and federal codes and regulations.

D. For all work performed, the successful respondent must provide a competent job-site supervisor and any necessary assistants, all approved by the City's Project Manager. The job-site supervisor must be present at all times while work is in progress. The job-site supervisor will represent the successful respondent at all times while all directions given will be binding as per the contract documents. The job-site supervisor must have a minimum of 5 years of experience in the rehabilitation of Sanitary Sewer Manholes, Lift Stations, and Wet Wells utilizing a product that consists of a pure fused Calcium Aluminate Cementitious Liner.

E. **Failure to provide the minimum qualifications and requirements described in this section with the bid response result in the bid being declared non-responsive.**

3.5. Part 5: Measurement and Payment

A. Payments to the successful respondent will be made on the basis of the unit price in the Price Schedule as full and complete payment for furnishing all materials, labor, tools, and equipment, and for performing all operations necessary to complete the rehabilitation work of sewer manholes, lift stations, and wet wells by various trenchless methods as authorized by the City. The City will establish an annual renewable contract for these services with the successful bidders as described in this solicitation.

B. The unit price from the Price Schedule must include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges & expenses, patent fees & royalties, labor for handling materials during the inspection, together with any and all other costs and expenses for performing and completing the work as shown on the details and specified herein. The Basis of Payment for an item at the price shown in the

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Price Schedule will be in accordance with its description of the item and as related to the work specified. Unit prices will be applied to the actual quantities furnished and installed.

1. The successful respondent's attention is called to the fact that the quotations for the various items of work are intended to establish a total price for completing the work in its entirety. Should the successful respondent feel that the cost for any item of work has not been established in the Price Schedule, the cost for that work will be included in some other applicable item, so that the price for the item reflects the total price for completing the work in its entirety.

C. No separate payment will be made for the following work if required and its cost must be included in appropriate payment items:

   a. Applications and pulling of all utility and construction permits;

   b. Dewatering and disposal of surplus water;

   c. Structural repairs;

   d. Cleanup;

   e. Testing materials and apparatus;

   f. Maintenance of utility service;

   g. Appurtenant work;

   h. Inspection Photo Records;

   i. Maintenance of Traffic

D. The following section will clarify the work included for the items listed in the Price Schedule.

Measurement

A. Payment will be determined by actual measurement of the completed items, in place, ready for service, and accepted by the City's Project Manager unless otherwise specified. The City's Project Manager must witness all field measurements.

B. When depths are indicated in the line item, they must be measured vertically from the existing grade, paved or unpaved, to the pipe invert.

C. It is intended that all work required for completion must be included in the various line items as described in the following paragraphs.

   1. CEMENTITIOUS LINING MANHOLE, BRICK, OR PRECAST REHABILITATION (1/2" thick minimum in manholes)

      a. This item of work will be measured and paid for at the unit price per vertical foot of 48-inch or 60-inch diameter of the manhole wall named in the Pricing Section. Measurement must be made from the bench, at its highest point, to the upper

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limit of the actually treated wall, cone, or chimney. Payment of the unit price per vertical foot will provide complete compensation for cleaning of the wall by both pressurized water and sand or soda blasting; relief of hydrostatic pressure outside the manhole, if necessary; injecting chemical grout to stop active leaks into the manhole, if necessary; furnishing and supplying of all materials or combination of materials making up the patching and coating (waterproofing) and applying or installing them; manufacturer's representative's presence or assistance, if required; isolation of the manhole by plugging entering lines; testing; safety equipment; and all incidentals necessary to obtain a watertight, sealed manhole wall and bench, compete in place.

b. The successful respondent will be responsible for the new coating that is applied only and not the existing coating.

c. Payment for bypass pumping, if required (other than because of damage caused by Contractor); will be paid for under a separate item.

2. CEMENTITIOUS LINING OF LIFT STATION/WET WELL SURFACES (1" thick minimum in wet wells)

a. This item of work will be measured and paid at the unit price per square foot of wall in a lift station or wet well. Measurement will be made on the actual surface area repaired. Payment of the unit price per square foot will provide compensation for cleaning of the wall by both pressurized water and sand or soda media blasting methods; relief of hydrostatic pressure outside the structure if necessary; injecting chemical grout to stop active infiltration, if necessary; cleaning; surface preparation as specified herein; furnishing and supplying of all materials or combination of materials, including liner manufacture's representative's presence or assistance, if required; isolation of the lift station or wet well by plugging entering lines; testing; safety equipment for personnel; labor, tools and equipment; and all incidentals necessary to obtain a watertight, sealed wall and bench, compete in place.

b. The successful respondent will be responsible for the new coating that is applied only and not the existing coating.

3. BYPASS PUMPING OF SEWERS

a. BYPASS PUMP AND PIPING SETUP

i. These pay items provide complete compensation for bypass pumping operations required for sewer manhole, lift station, and wet well rehabilitation. The successful respondent must attempt to perform the rehabilitation sewer work without bypass pumping. However, if in the opinion of the City, bypass pumping is necessary, it will be identified as a payment item. The pay item is a one-time charge for all bypass pumping setup operations during a given lining installation, including services, regardless of the number of pumps

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required. Bypass pumping must be bid on the basis of the sewer size which is bypassed.

ii. These items must include, but are not limited to all necessary and required traffic control; pumps; piping; gasoline/diesel fuel; maintenance; transportation and storage; temporary bypass and service piping; labor; materials and/or any other costs associated with bypass pumping.

iii. Plugging or blocking a sewer line must be included in the appropriate bid item for which the flow must be stopped, this is considered incidental work and no additional payment shall be considered.

b. BYPASS PUMP

i. These items will be paid for on a per-day basis for the operation of the bypass pumps. Bypass pump operation will be on the basis of the size of the pump used. These items must include fuel operating costs.

4. ADJUSTING EXISTING MANHOLE CASTINGS

a. These pay items provide complete compensation for furnishing all necessary labor, equipment, and materials to adjust existing manholes to match existing elevations.

5. FURNISH NEW MANHOLE RING AND COVER

a. This pay item provides complete compensation for furnishing new manhole rings and covers as specified by the City.

6. RECONSTRUCT A COMPLETE BENCH AND FLOW CHANNEL

a. This pay item provides complete compensation for furnishing all necessary labor, equipment, and materials required to re-construct a complete bench and flow channel, as required per the City's minimum standards.

7. INSTALLATION OF CHIMNEY SEALS

a. These pay items provide complete compensation for furnishing all necessary labor, equipment, and material required to install manhole chimney seals.

8. REMOVAL OF EXISTING COATINGS

a. These pay items provide complete compensation for furnishing all necessary labor, equipment, and materials necessary to remove any existing coatings that may exist in full or any portion of an existing structure.

9. REMOVE AND REPLACE EXISTING PIPING AND VALVES

a. These pay items provide complete compensation for furnishing all necessary labor, equipment, and materials necessary to remove and replace all existing piping, check valves, plug valves, and all miscellaneous materials required for

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this installation. This work will start at existing pump bases and will terminate prior to where discharge piping exits the existing valve vault. All work must comply with the City of Clermont minimum standards.

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City of Clermont
Procurement Services Department
685 W. Montrose Street
Clermont, FL 34711

VENDOR INFORMATION

The following information along with a current W-9 form must be provided to the Procurement Services Department for all new vendors and when current vendors remit information changes.

Name of Individual or Business: Danus Utilities, Inc.

Contact Person and Title: Daniel J Pardus - President

Vendor Street Address: 2320 Beardall Ave

Vendor City, State, ZIP: Sanford, FL 32771

Vendor Mailing Address (if different from above): PO Box 291671, Port Orange, FL 32129

Vendor Email Address: robert@danusutilities.com

Vendor Email Address for Purchase Order (if different from above):

Phone Number: 386-804-0068 Fax Number: 407-878-1254

Taxpayer Identification Number (include a copy of your W9 form): 27-0404772

Remit to Information (if different from above):

Payment Remit to Name:

Payment Remit to Address:

Payment Remit to City, State, ZIP:

Please return the completed Vendor Information along with the required W-9 form by email to: procurementservices@clermontfl.org

For any questions, please call the Procurement Services Department at (352) 241-7350.

Attachment: Exhibit A - Clermont Agreement 2023-071 (2024-R-94 : Lift Station #18 Improvements)

DANUS UTILITIES

PROPOSAL

Remit To:
Danus Utilities, Inc.
P.O. Box 291671
Port Orange, FL 32129

Phone: 386-882-6200
danusutilities.com
raymond@danusutilities.com
Fax: 407-878-1254

PROPOSAL NO: 101724-2R
PROPOSAL DATE: October 17, 2024

CUSTOMER: City of Holly Hill
ADDRESS: Lift Station Rehab

PHONE: 386-265-2093
CONTACT: Jeff Barnes
EMAIL: abarnes@hollyhillfl.org

Job Description: Lift Station 18_Rehab

Item	Description	Qty	Cost	Amount
9	Lift Station Surface Rehabilitation	995	$32.00	$31,840.00
10.b	By-pass sewer set up (10 inch to 12 inch)	5	$900.00	$4,500.00
10.e	Sewer By-pass Pump (6 inch)	10	$1,000.00	$10,000.00
13	Removal of existing coating	995	$10.00	$9,950.00
14.c	Remove & Replace Piping & Valves throuh VB (8 inch)	0.25	$28,150.00	$7,037.50
22.d	Drain & Clean wet well (12 ft)	2	$2,212.00	$4,424.00
	Notes:			
	** Pricing per City of Clermont Annual Agreement No 2023-071			
			Sub total	$67,751.50
			Total	**$67,751.50**

Terms Net 30 Days All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Proposal Accepted By:_____Date:_____
SIGNATURE

Attachment: Exhibit B - Danus Utilities LS #18 Task Order (2024-R-94 : Lift Station #18 Improvements)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **November 12, 2024**
FROM: **Valerie Manning**
SUBJECT: **Assistance to Firefighters Grant FY2023 Memorandum of Understanding with the City of Daytona Beach and the City of Ormond Beach for the Procurement of a Mobile Breathing Air Trailer**
NUMBER: **(ID # 4680)**
APPLICANT:
PLANNER:

DISCUSSION:

The City of Daytona Beach Fire Department, City of Holly Hill Fire Department, and the City of Ormond Beach Fire Department have come together to collaborate and to make an application for a FY2023 Assistance to Firefighters Grant for the procurement of a Mobile Breathing Air Trailer.

The partners listed above agree to enter into a collaborative agreement in which DBFD will be the lead agency as named applicant and the other agencies are partnering entities to the application. The application prepared and approved by the partners listed above through its respective authorities has been submitted to the Federal Emergency Management Agency (FEMA) and awarded.

- ✓ All agencies are responsible for abiding by any rules and regulations regarding grant funded equipment as set forth by FEMA.
- ✓ All Equipment will be inventoried and deployed by the host agency (DBFD). Each agency is responsible for inspection of the equipment upon taking delivery.
- ✓ Maintenance and repair of the equipment received through the grant will be the shared responsibility of the Partners. Any repair and maintenance services will be procured by DBFD. Financial responsibilities as a percentage for maintenance and repair shall be: DBFD – 90%, HHFD – 5%, OBFD – 5% for a period of five-years from the effective date of this agreement and terminating on September 30, 2029.
- ✓ Filling of the breathing air system will be performed only at sites with a current and valid air quality certificate.
- ✓ The equipment is a deployable resource which shall be requested through the Volusia County Dispatch Center. DBFD is responsible for transporting the equipment to the requested training event or incident.

The roles and responsibilities under this Memorandum of Understanding shall remain in effect for a period of five-years from the effective date of this agreement and terminating on September 30, 2029.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Approve the FY2023 Assistance to Firefighters Grant Memorandum of Understanding for the procurement of a Mobile Breathing Air Trailer.

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:

APPROVE THE MEMORANDUM OF UNDERSTANDING WITH THE CITY OF DAYTONA BEACH AND THE CITY OF ORMOND BEACH FOR THE FY2023 ASSISTANCE TO FIREFIGHTERS GRANT APPLICATION FOR THE PROCUREMENT OF A MOBILE BREATHING AIR TRAILER.

- FY2023 AFG Grant Memorandum of Understanding (PDF)
- AFG 2023 Application (PDF)

FY2023 AFG Grant Memorandum of Understanding

WHEREAS, The City of Daytona Beach Fire Department (Known hereafter as "DBFD"), City of Holly Hill Fire Department (Known hereafter as "HHFD"), and City of Ormond Beach Fire Department (Known hereafter as "OBFD") come together to collaborate and to make an application for a Assistance to Firefighters Grant for the procurement of a Mobile Breathing Air Trailer (Known hereafter as "Equipment"); and

WHEREAS, the partners listed above (Known hereafter as Partners) agree to enter into a collaborative agreement in which DBFD will be the lead agency as named applicant and the other agencies are partnering entities to the application; and

WHEREAS, the Partners herein desire to enter into a Memorandum of Understanding setting forth the services to be provided by the Partners; and

WHEREAS, the application prepared and approved by the Partners through its respective authorities has been submitted to the Federal Emergency Management Agency (FEMA) and awarded.

I) Description of Partner Agencies

A) DBFD, HHFD, and OBFD (Partners) represent the entirety of the official local fire protection agencies for their respective areas. Each entity is in good standing with regards to laws and statutes that govern fire departments in respect to this agreement at the time of the signing of this MOU.

II) Application

A) Throughout the application process it was known by the Partners that DBFD will be the "Host" agency meaning all matters regarding the grant administration process will be handled by DBFD staff. Staff of HHFD and OBFD have provided DBFD at time of application with all required information for the application process including but not limited to: budgets, personnel rosters, and equipment lists as were required for the grant application.

III) Roles and Responsibilities

A) NOW, THEREFORE, it is hereby agreed by and between the Partners as follows: Each Partner to this agreement will provide all required information pertaining to the grant in a timely manner as set by DBFD staff. Any delay, and/or neglect in providing this information may subsequently result in this MOU being deemed null and void at the option of signors.

B) Each party shall provide true and accurate information, such as response figures based upon real data regarding their respective agencies.

C) DBFD will be responsible for payment of matching funds as required by the grant authority and the Equipment shall become the property of the City of Daytona Beach.

Attachment: FY2023 AFG Grant Memorandum of Understanding (4680 : Assistance to Firefighters Grant FY2023 Memorandum of

D) The Equipment shall be purchased by DBFD following the Purchasing Code of the City of Daytona Beach meeting all applicable grant requirements.

E) The Partners will provide the needed documentation and information in order to "close-out" the grant in accordance with all rules and regulations set forth by FEMA

F) All agencies are responsible for abiding by any rules and regulations regarding grant funded equipment as set forth by FEMA.

G) All Equipment will be inventoried and deployed by the host agency. Each agency is responsible for inspection of the equipment upon taking delivery.

H) Maintenance and repair of the Equipment received through the grant will be the shared responsibility of the Partners. Any repair and maintenance services will be procured by DBFD. Financial responsibilities as a percentage for maintenance and repair shall be: DBFD – 90%, HHFD – 5%, OBFD – 5% for a period of five-years from the effective date of this agreement and terminating on September 30, 2029.

I) Filling of the breathing air system will be performed only at sites with a current and valid air quality certificate.

J) The Equipment is a deployable resource which shall be requested through the Volusia County Dispatch Center. DBFD is responsible for transporting the Equipment to the requested training event or incident.

IV) Timeline

A) The roles and responsibilities under this Memorandum of Understanding shall remain in effect for a period of five-years from the effective date of this agreement and terminating on September 30, 2029.

V) Grant close-out Responsibilities

A) All agencies shall be required to report NFIRS (NERIS) data to FEMA for a period of not less than 3 years following the award of grant monies as required by FEMA.

B) All agencies shall provide all requested information and documentation to DBFD in a timely manner as required by FEMA grant close-out requirements.

VI) Commitment to Partnership

A) The Partners service area includes the City of Daytona Beach, City of Holly Hill, and City of Ormond Beach.

B) We, the undersigned have read and agree with this MOU. Further, we have reviewed the proposed project and approve it.

Attachment: FY2023 AFG Grant Memorandum of Understanding (4680 : Assistance to Firefighters Grant FY2023 Memorandum of

WITNESSES:

THE CITY OF DAYTONA BEACH, a Florida municipal corporation

Witness: _____ By: _____

Print Name: _____ Derick L. Henry, Mayor

Witness: _____ Attest: _____

Print Name: _____ Letitia LaMagna, City Clerk

Date: _____

Approved as to legal form:

By: _____

Ben Gross, City Attorney

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, _____ (year), by Derrick L. Henry, as Mayor of the City of Daytona Beach, a municipal corporation, on behalf of the corporation, who is personally known to me or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

_____ Notary Signature

_____ Printed Name

Commission No.: _____

My Commission Expires: _____

Attachment: FY2023 AFG Grant Memorandum of Understanding (4680 : Assistance to Firefighters Grant FY2023 Memorandum of

WITNESSES:

THE CITY OF HOLLY HILL, a Florida municipal corporation

Witness: _____

Print Name: _____

By: _____

John Penny, Mayor

Witness: _____

Print Name: _____

Attest: _____

Valerie Manning, City Clerk

Date: _____

Approved as to legal form:

By: _____

Scott Simpson, City Attorney

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, _____ (year), by John Penny, as Mayor of the City of Holly Hill, a municipal corporation, on behalf of the corporation, who is personally known to me or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

_____ Notary Signature

_____ Printed Name

Commission No.: _____

My Commission Expires: _____

Attachment: FY2023 AFG Grant Memorandum of Understanding (4680 : Assistance to Firefighters Grant FY2023 Memorandum of

WITNESSES:

THE CITY OF ORMOND BEACH, a Florida municipal corporation

Witness: _____ By: _____

Print Name: _____ Bill Partington, Mayor

Witness: _____ Attest: _____

Print Name: _____ Susan Carroll Dauderis, City Clerk

Date: _____

Approved as to legal form:

By: _____

Randy Hayes, City Attorney

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, _____ (year), by Bill Partington, as Mayor of the City of Ormond Beach, a municipal corporation, on behalf of the corporation, who is personally known to me or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

_____ Notary Signature

_____ Printed Name

Commission No.: _____

My Commission Expires: _____

Attachment: FY2023 AFG Grant Memorandum of Understanding (4680 : Assistance to Firefighters Grant FY2023 Memorandum of

System for Award Management (SAM.gov) profile

Please identify your organization to be associated with this application.
All organization information in this section will come from the System for Award Management (SAM) profile for that organization.

CITY OF DAYTONA BEACH

Information current from SAM.gov as of:	**08/04/2024**
UEI-EFT:	**DFEKLNMEZMK3**
DUNS (includes DUNS+4):	**056967292**
Employer Identification Number (EIN):	**596000304**
Organization legal name:	**CITY OF DAYTONA BEACH**
Organization (doing business as) name:	**CITY OF DAYTONA BEACH**
Mailing address:	**301 S RIDGEWOOD AVE DAYTONA BEACH, FL 32114-4933**
Physical address:	**301 S RIDGEWOOD AVE DAYTONA BEACH, FL 32114-4933**
Is your organization delinquent on any federal debt?	**N**
SAM.gov registration status:	**Active as of 02/25/2024**

☑ We have reviewed our bank account information on our SAM.gov profile to ensure it is up to date

Applicant information

Please provide the following additional information about the applicant.

Applicant name	**Daytona Beach Fire Department**

Main address of location impacted by this grant

Main address 1	**301 S. Beach Street**
Main address 2	
City	**Daytona Beach**

Attachment: AFG 2023 Application (4680 : Assistance to Firefighters Grant FY2023 Memorandum of Understanding)

State/territory	**FL**
Zip code	**32114**
Zip extension	**5001**
In what county/parish is your organization physically located? If you have more than one station, in what county/parish is your main station located?	**Volusia**

Applicant characteristics

The Assistance to Firefighters Grants Program's objective is to provide funding directly to fire departments and nonaffiliated EMS organizations or a State Fire Training Academy for the purpose of protecting the health and safety of the public and first responder personnel against fire and fire-related hazards. Please review the Notice of Funding Opportunity Announcement (NOFO) for information on available program areas and for more information on the evaluation process and conditions of award.
Please provide the following additional information about the applicant.

Applicant type:	**Fire Department/Fire District**
Is this grant application a regional request? A regional request provides a direct regional and/or local benefit beyond your organization. You may apply for a regional request on behalf of your organization and any number of other participating eligible organizations within your region.	**Yes**
What kind of organization do you represent?	**All Paid/Career**
Please explain how this request benefits other organizations.	**DBFD is requesting a mobile cascade system as the host agency to expand resources available to DBFD & surrounding cities. NFPA 1710's requirement for the fire service is 16 members on scene for a single-family dwelling. Due to geographical boundaries, Daytona Beach, Holly Hill, & Ormond Beach are on the same run card for automatic and mutual aid. An air cascade system ensures that SCBA cylinders are filled with high-quality breathing air. Firefighters rely on these cylinders for their respiratory protection. When additional resources are needed, a mobile cascade system will provide a necessary resource for personnel to have the required supplies to continue to provide life safety functions. This immediate resource keeps members on-scene for maximum scene efficiency**

Attachment: AFG 2023 Application (4680 : Assistance to Firefighters Grant FY2023 Memorandum of Understanding)

and allows for return to service to be in a timely manner. This resource is not currently available in Volusia County. As the host agency it would be DBFD responsibility for each incident to have access to this resource.

Per the Notice of Funding Opportunity, do you have a Memorandum of Understanding (MOU) or equivalent document in place?	**Yes**

Please attach your MOU or equivalent document (optional):

Filename	Date uploaded	Uploaded by	Label	Description	Action
MOU.pdf	03/05/2024	wolfelschneiderj@dbfd.us	Memorandum of Understanding	MOU for the departments of Daytona Beach, Holly Hill, and Ormond Beach for the procurement of a Mobile Breathing Air Trailer, with Letters of Intents to show agreement amongst all three departments.	

How many regional partners will directly participate in this project?	**2**

Please list each participating agency by name along with a point of contact (POC), to include a phone number. All regional participants must be eligible as defined by the Notice of Funding Opportunity.

Attachment: AFG 2023 Application (4680 : Assistance to Firefighters Grant FY2023 Memorandum of Understanding)

Participating organization name	POC first name	POC last name	Phone number	Phone number extension	EIN
Holly Hill Fire Rescue	James	Bland	3862489473		********
Ormond Beach FIre Department	Howard	Bailey	3866763333		********

How many active firefighters does your region have who perform firefighting duties? This is the combined personnel of all departments/agencies included in this application. **164**

How many of the active firefighters in your region are trained to the level of Firefighter I or equivalent? **164**

How many of the active firefighters in your region are trained to the level of Firefighter II or equivalent? **164**

Are you requesting training funds in this application to bring 100% of the firefighters in your region into compliance with NFPA 1001? **No**

Which of the following standards does your organization meet regarding physicals? If physicals are not required then do not select any option. (optional)

- [ ] Meets NFPA or 1582 standard
- [ ] Meets NTSB or DOT standard
- [x] Meets State/Local standard

How many members in your region are trained to the level of EMR or EMT, Advanced EMT or Paramedic? **164**

Do the departments in your region have a Community Paramedic program? **Yes**

Do the departments in your region have a Community Paramedic program? **Yes**

How many personnel are trained to the Community Paramedic level? **2**

How many stations are in your region? **12**

Does your region protect critical infrastructure of the state? **Yes**

Attachment: AFG 2023 Application (4680 : Assistance to Firefighters Grant FY2023 Memorandum of Understanding)

Please describe the critical infrastructure protected below.	**Daytona Beach, Holly Hill, and Ormond Beach are in the Northeast region of Volusia County on Florida's East coast. The Halifax River, of the Intracoastal Waterway, divides the cities of Daytona Beach and Ormond Beach into the "mainland" and "beachside", for the purpose of this summary. The Beachside is located on the Atlantic Ocean, connection to the mainland is attained by several bridges. These bridges are essential for residents and tourists to travel and visit across the Halifax River. Daytona Beach and Ormond Beach are well known for their 33 miles of white sandy beaches that are available to visitors without time restrictions. Daytona Beach serves as a key corridor for Interstates 4 and 95. This is a main artery of travel for all vehicles including commercial and various forms of cargo from Miami to Jacksonville and to Orlando, which is on the top ten most visited cities in America. Daytona Beach and Ormond Beach run approximately 21 miles of highway with several major roadways throughout each city that each department is responsible for. The Daytona Beach International Airport is centrally located off Hwy 92 and includes domestic and international terminals hosting multiple airline carriers. Daytona Beach is heavily utilized for general aviation as a result of Embry-Riddle Aeronautical University. Embry-Riddle is the world's largest, fully accredited university that specializes in aviation and aerospace. Additional colleges that reside within the city limits are Keiser University, Daytona State College, Bethune Cookman University, and a satellite location for University of Central Florida. Ormond Beach Municipal Airport contains six taxiways and has approximately 156 aircraft that are based at the airport. This airport is owned and operated by the City of Ormond Beach and is designated by the Federal Aviation Administration as a publicly owned, public-use general aviation facility. The National Plan of integrated Airport Systems identifies this airport as a General Aviation Transport Type Airport. Daytona Beach is home to two of Volusia County's most prominent trauma care hospitals, Halifax Health Hospital and Advent Memorial Hospital. Halifax Hospital is rated one of the 50 top cardiovascular hospitals in the United States. Utilities that are protected within the city**

Attachment: AFG 2023 Application (4680 : Assistance to Firefighters Grant FY2023 Memorandum of Understanding)

	limits are Florida Power & Light, Highridge Substation, which is part of the critical infrastructure necessary for FPL to provide electrical services to over 11 million customers in the state of Florida. Volusia County's Dispatch and Emergency Operations Center is a critical component of the comprehensive and integrated emergency management system that coordinates community resources to protect lives and property. The Emergency Operations Center (EOC) plays a vital role in preparedness, prevention, response, recovery, and mitigation from all natural disasters and man-made hazards that may impact Volusia County.
Do all departments in this request report to NFIRS?	**Yes**
Please enter the FDIN/FDID of the host department.	**08072**
Do you offer live fire training?	**No**

Operating budget

What is your organizations operating budget (e.g., personnel, maintenance of apparatus, equipment, facilities, utility costs, purchasing expendable items, etc.) dedicated to expenditures for day-to-day activities for the current (at time of application) fiscal year, as well as the previous two fiscal years?

Current fiscal year: **2023**

Fiscal Year	Operating budget
2023	$27,873,773.00
2022	$26,108,812.00
2021	$23,601,570.00

What percentage of the declared operating budget is dedicated to personnel costs (salary, benefits, overtime costs, etc.)? **89**

Attachment: AFG 2023 Application (4680 : Assistance to Firefighters Grant FY2023 Memorandum of Understanding)

What percentage of the declared operating budget is derived from the following	2023	2022	2021
Taxes	99	99	99
Bond issues	0	0	0
EMS billing	0	0	0
Grants	1	1	1
Donations	0	0	0
Fund drives	0	0	0
Fee for service	0	0	0
Other	0	0	0
Totals	100 %	100 %	100 %

Describe your financial need and how consistent it is with the intent of the AFG Program. Include details describing your organization's financial distress such as summarizing budget constraints, unsuccessful attempts to secure other funding, and proving the financial distress is out of your control.

The departments of Daytona Beach Fire Department, Holly Hill, and Ormond Beach are assigned a budget is $26.700,000 which is based on the population size of the 128,000 permanent residents for an area of 111.5 square miles. With a consistent handling of surges in call volume due to an additional 65,000 commuters for daily operations, 44,000 college students and up to 500,000 visitors during special events this brings 11 million visitors annually to the area. In the last ten years the area has experienced rapid construction and growth. Since 2010 there has been an average increase of population of 14% for the region while the US only had a population growth of 6.3%. This area is showing an increase in residential population at more than double that of the rest of the country. A recent study by the Bureau of Economic and Business Research shows a continued growth of approximately 14% for the next ten years with an additional growth of 12% for the following ten years. As a result of the current population growth each Department has had to allocate budgeted resources to meet the

Attachment: AFG 2023 Application (4680 : Assistance to Firefighters Grant FY2023 Memorandum of Understanding)

	needs of growth within the community. The cities budgets does not reflect growth for certain infrastructures or service related tools to enhance each department's ability to achieve its objective.
In cases of demonstrated economic hardship, and upon the request of the grant applicant, the FEMA Administrator may grant an Economic Hardship Waiver. Is it your organization's intent to apply for an Economic Hardship Waiver?	**No**

Applicant and community trends

Please provide the following additional information about the applicant.

Injuries and fatalities	2023	2022	2021
What is the total number of line of duty member fatalities in your region over the last three calendar years?	0	0	0
What is the total number of line of duty member injuries in your region over the last three calendar years?	21	8	16
What is the total number of members with self-inflicted fatalities over the last three years?	0	0	0

How many vehicles does your organization have in each of the type or class of vehicle listed below? You must include vehicles that are leased or on long-term loan as well as any vehicles that have been ordered or otherwise currently under contract for purchase or lease by your organization but not yet in your possession.

Seated riding positions
The number of seated riding positions must be equal or greater than the total number of frontline and reserve apparatus. If there are zero frontline and zero reserve apparatus, the number of seated riding positions must be zero..

Type or class of vehicles	Number of frontline apparatus	Number of reserve apparatus	Number of seated riding positions
Engines or pumpers (pumping capacity of 750 gallons per minute (GPM) or greater and water capacity of 300 gallons or more): pumper, pumper/tanker, rescue/pumper, foam pumper, CAFS pumper, type I, type II engine urban interface.	6	3	48

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Type or class of vehicles	Number of frontline apparatus	Number of reserve apparatus	Number of seated riding positions
Ambulances for transport and/or emergency response.	1	1	4
Tankers or tenders (water capacity of 1,000 gallons or more).	0	0	0
Aerial apparatus: aerial ladder truck, telescoping, articulating, ladder towers, platform, tiller ladder truck, quint.	1	0	6
Brush/quick attack (pumping capacity of less than 750 GPM and water carrying capacity of at least 300 gallons): brush truck, patrol unit (pickup w/ skid unit), quick attack unit, mini-pumper, type III engine, type IV engine, type V engine, type VI engine, type VII engine.	2	0	8
Rescue vehicles: rescue squad, rescue (light, medium, heavy), technical rescue vehicle, hazardous materials unit.	1	0	4
Additional vehicles: EMS chase vehicle, air/light unit, rehab units, bomb unit, technical support (command, operational support/supply), hose tender, salvage truck, ARFF (aircraft rescue firefighting), command/mobile communications vehicle.	7	0	24

How many ALS Response vehicles are in your fleet? **13**

Are the organizations in your region facing a new risk, expanding service to a new area, or experiencing an increased call volume? **Yes**

Please describe the critical infrastructure protected below. **Fire Department/Fire District**

Please explain how your department is facing a new risk, expanding service to a new area, or experiencing an increased call volume. **Daytona Beach and surrounding areas are facing a new risk because of expanding services as well as an increase in call volume. In the last several years there has been a continuous amount of growth planned and developed within the area for businesses and residential. While the growth of our area is important it comes with its own set of challenges to the fire departments tasked with protecting the community. The Daytona Beach Fire Department has 121 full-time equivalent positions, serving in either operations or administration/support positions. Rapid construction and growth encouraged the City**

Attachment: AFG 2023 Application (4680 : Assistance to Firefighters Grant FY2023 Memorandum of Understanding)

Commission to have the Bureau of Economic and Business Research (BEBR) at the University of Florida prepare a population estimate and projection in October 2020 to better prepare for the future. At the time BEBR conducted its study it estimated that the city had a population of 70,235 and used this as the basis for the projections through 2045. The 2020 US Census illustrates that the city had an actual population of 72,647, 3.4% higher than the expected population. Demographics from the US Census Bureau reveals Daytona Beach had an estimated population growth of 12.3% between 2010 and 2019 while the US only had a population growth of 6.3%, indicating that Daytona Beach is increasing in residential population at almost twice the rate of the rest of the Country. If this trend continues it will outstrip the BEBR projections more aggressively than anticipated. In 2023 the city's population was 77,958 which is an additional growth of 3.27% which is projected to continue through 2030, with an estimated population of approximately 98,000. A review of the projects currently planned for development shows that construction of single-family homes, multi-family residential units, and commercial property are continuing to expand. In the past two years the city has issued 2,293 permits for construction of new homes, and 2,800 business tax receipts for new businesses. This does not include the projected projects that are currently preparing to start construction. This includes a community that will consist of 3,600 additional homes and businesses and an apartment complex in the historical downtown of Daytona that will include 307 units. This is in addition to the several phases of homes that are part of the Margaritaville project that started in 2019.

Attachment: AFG 2023 Application (4680 : Assistance to Firefighters Grant FY2023 Memorandum of Understanding)

Community description

Please provide the following additional information about the community your organization serves.

Type of jurisdiction served	**City**

What type of community does your organization serve?	**Urban**
What is the square mileage of your first due response zone/jurisdiction served?	**68**

What percentage of your primary response area is for the following:	**Percentage (must sum to 100%)**
Agriculture, wildland, open space, or undeveloped properties	8
Commercial and industrial purposes	19
Residential purposes	73
Total	100

What is the permanent resident population of your first due response zone/jurisdiction served?	**77958**
Do you have a seasonal increase in population?	**Yes**
What is your seasonal increase in population (number of people)?	**11000000**
Please describe your organization and/or community that you serve.	**The Daytona Beach Fire Department currently provides services to the citizens, businesses, and visitors throughout the city with seven strategically located fire stations. The department provides nine full-time Advanced Life Support vehicles; this includes six fully equipped Engines, one Quint, and two Rescue Trucks. The 112-line personnel participate in additional teams such as Technical Rescue Team, Wildland Firefighting Team, Emergency Management and a Motor Medic Team. Daytona Beach Fire Department was the first department to establish a Motor Medic program; this consisted of placing paramedics on motorcycles to counter traffic congestion created by the popularity of special events in Daytona Beach. The Fire Safety Unit, as well as Fire Prevention and Education are staffed with two employees each from the nine civilian personnel of the department. These personnel work towards ensuring businesses maintain safety standards with fire inspections, completing plan reviews for new construction and state re-certifications for**

Attachment: AFG 2023 Application (4680 : Assistance to Firefighters Grant FY2023 Memorandum of Understanding)

required established facilities. They also approve permits requesting pyrotechnics during special events and attend a variety of meetings and community engagements to educate on fire safety and prevention. In 2020 the department initiated the Community Paramedicine Program, which utilizes at-home visits to assist frequent patients with non-emergent needs. From this program the Drug Abuse Response Team (DART) was created, which aims to identify drug users and assist in bringing them to recovery programs directly from the field. Daytona Beach Fire Department serves a community of over 77,000 permanent residents and an astonishing 11 million visitors annually. Located on the Atlantic coast of Central Florida, the area is home to several miles of sandy beaches, inland lakes, rivers, and the Intracoastal Waterway. As a result of a sub-tropical climate, convenient location, and a wealth of inexpensive family activities, the City of Daytona Beach has been a popular American tourist destination for decades. As with most communities, our Fire Department is staffed to handle the needs of our permanent residents, but multiple times throughout the year our population quickly grows to over 500,000 additional visitors. As the "World's Most Famous Beach" the city plays host to several special events such as: The Daytona 500 (NASCAR), Bike Week, Spring Break, Coke Cola Zero Sugar 400 (NASCAR), Biketoberfest, Jeep Beach, various music concerts, and professional conventions such as Fire Rescue East. The City's daily population swells from surrounding communities when their residents commute to work in our commercial and industrial centers or to attend one of our five major universities and colleges. Daytona Beach is a central hub of activity in Volusia County, Florida; we have automatic aid agreements with every Volusia municipality including Volusia County Fire Services. As you can imagine, our city is faced with the strenuous responsibility of providing services for hundreds of thousands of citizens and visitors. Despite the large fluctuations in population, the City of Daytona Beach maintains its "community" feel. With several neighborhood watch groups, charitable groups, business groups, and everything in between; we strive to maintain great relationships

Attachment: AFG 2023 Application (4680 : Assistance to Firefighters Grant FY2023 Memorandum of Understanding)

between citizens and government. Despite being a special event location, tourist destination, home of education and business, all of which greatly increase our population, we are a community in every sense of the word.

Call volume

Summary	2023	2022	2021
Fire - NFIRS Series 100	566	546	466
Overpressure Rupture, Explosion, Overheat (No Fire) - NFIRS Series 200	10	6	12
Rescue & Emergency Medical Service Incident - NFIRS Series 300	19062	19767	20699
Hazardous Condition (No Fire) - NFIRS Series 400	507	643	484
Service Call - NFIRS Series 500	3217	3301	3114
Good Intent Call - NFIRS Series 600	6084	5316	5685
False Alarm & Falls Call - NFIRS Series 700	1539	1558	1513
Severe Weather & Natural Disaster - NFIRS Series 800	9	203	26
Special Incident Type - NFIRS Series 900	16	28	15
Total	31010	31368	32014

Fire

How many responses per year per category?	2023	2022	2021
"Structure Fire" (Of the NFIRS Series 100 calls, NFIRS Codes 111-120)	196	193	191
"Vehicle Fire" (Of the NFIRS Series 100 calls, NFIRS Codes 130-138)	76	100	91
"Vegetation Fire" (Of the NFIRS Series 100 calls, NFIRS Codes 140-143)	115	121	111

Attachment: AFG 2023 Application (4680 : Assistance to Firefighters Grant FY2023 Memorandum of Understanding)

How many responses per year per category?	2023	2022	2021
Total	387	414	393

Total acreage per year	2023	2022	2021
Total acreage of all vegetation fires	1000	2	0

Rescue and emergency medical service incidents

How many responses per year per category?	2023	2022	2021
"Motor Vehicle Accidents" (Of the NFIRS Series 300 calls, NFIRS Codes 322-324)	1438	1431	1756
"Extrications from Vehicles" (Of the NFIRS Series 300 calls, NFIRS Code 352)	3	3	5
"Rescues" (Of the NFIRS Series 300 calls, NFIRS Code 300, 351, 353-381)	2786	332	383
EMS-BLS Response Calls	9295	9647	8251
EMS-ALS Response Calls	3880	2112	3304
EMS-BLS Scheduled Transports	0	0	0
EMS-ALS Scheduled Transports	0	0	0
Community Paramedic Response Calls	617	908	847
Total	18019	14433	14546

Mutual and automatic aid

How many responses per year per category?	2023	2022	2021
Amount of times the organization received Mutual Aid	65	175	15
Amount of times the organization received Automatic Aid	207	29	42

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How many responses per year per category?	2023	2022	2021
Amount of times the organization provided Mutual Aid	106	46	45
Amount of times the organization provided Automatic Aid	730	155	133
Of the Mutual and Automatic Aid responses, amount that were structure fires	75	15	75
Total	1183	420	310

Grant request details

Grand total: $67,883.76

Program area: Operations and safety

Activity: Equipment **$67,883.76**

Grant request summary

The table below summarizes the number of items and total cost within each activity you have requested funding for. This table will update as you change the items within your grant request details.

Grant request summary

Activity	Number of items	Total cost
Equipment	1	$67,883.76
Total	1	$67,883.76

Is your proposed project limited to one or more of the following activities : Planning and development of policies or processes. Management, administrative, or personnel actions. Classroom-based training. Acquisition of mobile and portable equipment (not involving installation) on or in a building.

Yes

Attachment: AFG 2023 Application (4680 : Assistance to Firefighters Grant FY2023 Memorandum of Understanding)

Budget summary

Budget summary

Object class categories	Total
Personnel	$0.00
Fringe benefits	$0.00
Travel	$0.00
Equipment	$67,883.76
Supplies	$0.00
Contractual	$0.00
Construction	$0.00
Other	$0.00
Total direct charges	$67,883.76
Indirect charges	$0.00
TOTAL	$67,883.76
Non-federal resources	
Applicant	$6,171.25
State	$0.00
Other sources	$0.00
Remarks	
Total Federal and Non-federal resources	
Federal resources	$61,712.51
Non-federal resources	$6,171.25
TOTAL	$67,883.76

Attachment: AFG 2023 Application (4680 : Assistance to Firefighters Grant FY2023 Memorandum of Understanding)

Object class categories	Total
Program income	$0.00

Contact information

Did any individual or organization assist with the development, preparation, or review of the application to include drafting or writing the narrative and budget, whether that person, entity, or agent is compensated or not and whether the assistance took place prior to submitting the application?
No

Secondary point of contact

Please provide a secondary point of contact for this grant.

The Authorized Organization Representative (AOR) who submits the application will be identified as the primary point of contact for the grant. Please provide one secondary point of contact for this grant below. The secondary contact can be members of the fire department or organizations applying for the grant that will see the grant through completion, are familiar with the grant application, and have the authority to make decisions on and to act upon this grant application. The secondary point of contact can also be an individual who assisted with the development, preparation, or review of the application.

John McCormack Deputy Chief mccormackjohn@dbfd.u	**Primary phone** 3866714002 Work **Fax**	**Additional phones** 3866714000 Work

Assurance and certifications

OMB number: 4040-0007, Expiration date: 02/28/2025 View burden statement

SF-424B: Assurances - Non-Construction Programs

Attachment: AFG 2023 Application (4680 : Assistance to Firefighters Grant FY2023 Memorandum of Understanding)

OMB Number: 4040-0007
Expiration Date: 02/28/2025

Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in

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whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

Certifications regarding lobbying

OMB Number: 4040-0013
Expiration Date: 02/28/2025

Attachment: AFG 2023 Application (4680 : Assistance to Firefighters Grant FY2023 Memorandum of Understanding)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

OMB number: 4040-0013, Expiration date: 02/28/2025 View burden statement

SF-LLL: Disclosure of Lobbying Activities

OMB Number: 4040-0013
Expiration Date: 02/28/2025

Complete only if the applicant is required to do so by 44 C.F.R. part 18. Generally disclosure is required when applying for a grant of more than $100,000 and if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement,

Attachment: AFG 2023 Application (4680 : Assistance to Firefighters Grant FY2023 Memorandum of Understanding)

the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Further, the recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event described in 44 C.F.R. § 18.110(c) that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the applicant.

The applicant is not currently required to submit the SF-LLL.

Notice of funding opportunity

I certify that the applicant organization has consulted the appropriate Notice of Funding Opportunity and that all requested activities are programmatically allowable, technically feasible, and can be completed within the award's Period of Performance (POP).

Accuracy of application

I certify that I represent the organization applying for this grant and have reviewed and confirmed the accuracy of all application information submitted. Regardless of intent, the submission of information that is false or misleading may result in actions by FEMA that include, but are not limited to: the submitted application not being considered for award, enforcement actions taken against an existing award pending investigation or review, or referral to the DHS Office of Inspector General.

Authorized Organizational Representative for the grant

By signing this application, I certify that I understand that inputting my password below signifies that I am the identified Authorized Organization Representative for this grant. Further, I understand that this electronic signature shall bind the organization as if the application were physically signed and filed.

Authorization to submit application on behalf of applicant organization

By signing this application, I certify that I am either an employee or official of the applicant organization and am authorized to submit this application on behalf of my organization; or, if I am not an employee or official of the applicant organization, I certify that the applicant organization is aware I am submitting this application on its behalf, that I have written authorization from the applicant organization to submit this application on their behalf, and that I have provided contact information for an employee or official of the applicant organization in addition to my contact information.

Attachment: AFG 2023 Application (4680 : Assistance to Firefighters Grant FY2023 Memorandum of Understanding)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: November 12, 2024
FROM: Michele Moore
SUBJECT: A Resolution of the City of Holly Hill, Florida, Amending the Fiscal Year 2024-2025 Annual Operating Budget, Appropriating Open Encumbrances and Project Carry Over Funds from the Fiscal Year 2023-2024 to the Fiscal Year 2024-2025 Budget; Setting Forth Revenues and Expenditures; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2024-R-95
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill issued Purchase Orders and Projects prior to the commencement of Fiscal year 2025 on October 1, 2024 which were incomplete at that time.

This Resolution will carryover budget funds into the new fiscal year to fund the Purchases and Projects that began in the prior fiscal year but were incomplete on September 30, 2024.

FISCAL ANALYSIS:

There are sufficient funds for this request. All fund balances reserve requirements are at the appropriate level.

STAFF RECOMMENDATION:

Approve Resolution as submitted by staff.

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:

APPROVE AMENDING THE FISCAL YEAR 2024-2025 ANNUAL OPERATING BUDGET, APPROPRIATING OPEN ENCUMBRANCES AND PROJECT CARRY OVER FUNDS FROM THE FISCAL YEAR 2023-2024 TO THE FISCAL YEAR 2024-

2025 BUDGET; SETTING FORTH REVENUES.

ATTACHMENTS:

- Attachment A Outstanding PO list 9302024 Carry Forward (PDF)
- Attachment B - Budget Amendment Carry forward (PDF)

Resolution No. 2024-95

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2024-2025 ANNUAL OPERATING BUDGET, APPROPRIATING OPEN ENCUMBRANCES AND PROJECT CARRY OVER FUNDS FROM THE FISCAL YEAR 2023-2024 TO THE FISCAL YEAR 2024-2025 BUDGET; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2024-2025 ANNUAL OPERATING BUDGET, APPROPRIATING OPEN ENCUMBRANCES AND PROJECT CARRY OVER FUNDS FROM THE FISCAL YEAR 2023-2024 TO THE FISCAL YEAR 2024-2025 BUDGET; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill has certain Purchase Orders issued encumbering funds and projects initiated prior to the fiscal year commencing October 1, 2024, which remain incomplete and will carryover from fiscal year 2024-2025 into the ensuing fiscal year; and

WHEREAS, the City of Holly Hill City Commission adopted Resolution 2024-R-66 approving the Annual Operating Budget for Fiscal Year 2024-2025; and

WHEREAS, the City of Holly Hill City Commission desires to appropriate the necessary carryover funds for continuation and completion of certain City operations and continuing projects and to set forth and appropriate certain revenues and expenses.

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

SECTION 1. BUDGET AMENDMENT. The project carryover funds and funds encumbered with open Purchase Orders are hereby appropriated as set forth in Composite Exhibit "A" attached hereto, which reflects revenues and corresponding expenditures for the designated projects for fiscal year 2024-2025 budget.

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. The Budget item adopted in the preceding section shall govern the expenditures relating to operations and projects for the City during the current fiscal year effective October 1, 2024 through September 30, 2025. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 12th day of NOVEMBER, 2024.

Number	Year End Status	Project Number	Issue Date	Description	Vendor	Status	Amount	Activity	Outstanding as of 9/30/24	GL Account
210154-R2	CFWD	21WW04	10/01/2023	LIFT STATION 19 REHABILITATION ENGINEERING SERVICE	MEAD AND HUNT INC	Partially Received	9,981.82	7,041.13	2,940.69	407-8110-580-6300
210155-R1	CFWD	21WA05	10/01/2022	3RD STREET WATER MAIN IMPROVEMENTS ENGINEERING	MEAD AND HUNT INC	Partially Received	151,216.13	77,562.49	73,653.64	407-8110-580-6300
210165-R1	CFWD	21WW09	10/01/2022	PROF ENGINEERING SERV FOR LIFT STATION 20 REHAB	MEAD AND HUNT INC	Partially Received	23,690.48	20,758.66	2,931.82	407-8110-580-6300
210166-R2	CFWD	21WW05	10/01/2023	PROFESSIONAL ENGINEERING SERVICES FOR WWTP	MEAD AND HUNT INC	Partially Received	7,048.50	0.00	7,048.50	407-8110-580-6300
210170929-R2	CFWD	21WA06	10/01/2023	ENGINEERING SERVICES FOR WTP CLEARWELL TRANSFER	MEAD AND HUNT INC	Partially Received	11,208.72	0.00	11,208.72	407-8110-580-6300
220149-R1	CFWD	22WW08	10/01/2022	3RD BTU & INFLUENT HEADWORKS MODIFICATION	MEAD AND HUNT INC	Partially Received	682,718.26	418,483.73	264,234.53	400-8110-580-6300
220213-R2	CFWD	22WW05	10/01/2023	LIFT STATION #4 REPLACEMENT PROJECT	PARKER MYNCHENBERG & ASSOC INC	Partially Received	17,534.20	4,975.50	12,558.70	407-8110-580-6300
220219-R1	CFWD	22WW06	10/01/2022	CENTENNIAL PARK REUSE MAIN ARIEL CROSSING REPLACE	PARKER MYNCHENBERG & ASSOC INC	Partially Received	37,865.00	23,834.00	14,031.00	407-8110-580-6300
220221-R1	CFWD	22WW06	10/01/2022	PROFESSIONAL CONSULTANT SERVICES FOR GOLF COURSE	PARKER MYNCHENBERG & ASSOC INC	Partially Received	14,480.00	11,136.75	3,343.25	407-8110-580-6300
220222-R1	CFWD	22ST08	10/01/2022	PHASE 3 PARTS A & B CONV OF OVERHEAD TO UNDERGRND	MEAD AND HUNT INC	Partially Received	54,644.23	53,472.41	1,171.82	139-8110-580-3400
220256-R2	CFWD	21WW04	10/01/2023	LIFT STATION #19 REHABILITATION	DANUS UTILITIES INC	Partially Received	437,987.00	350,811.25	87,175.75	407-8110-580-6300
230086-R1	CFWD	22IANPW	10/01/2023	DISASTER PUBLIC ASSISTANCE CONSULTING SERVICES	TETRA TECH INC	Partially Received	20,854.82	19,267.50	1,587.32	495-3040-534-3400
230087-R1	Fire Station CFWI	20BG06-B	10/01/2023	PROV CONST PLANS/CEI SERVICES-NEW FIRESTATIONPROJ	HALL & OGLE ARCHITECTS INC	Partially Received	51,347.42	32,700.00	18,647.42	301-8110-580-6300
230114-R1	CFWD	22BG10	10/01/2023	RIVERSIDE PARK DESIGN, ENGINEERING & CONSTRUC MGMT	DREDGING & MARINE CONSULTANTS LLC	Partially Received	54,590.00	0.00	54,590.00	301-8110-580-6300
230296-R1	CFWD	N/A	10/01/2023	GRANT MANAGEMENT FOR HMGP PROJECTS FOR LIFTSTATION	TETRA TECH INC	Partially Received	24,666.20	2,475.00	22,191.20	495-3040-534-3400
230297	CFWD	22BG12	07/26/2023	SUNRISE PK LANDSCAPING & IRRIGATION ARCHITECT SVCS	PARKER MYNCHENBERG & ASSOC INC	Partially Received	30,225.00	15,693.00	14,532.00	301-8110-580-6300
230319	CFWD	23SW01	08/09/2023	COMPREHENSIVE VULNERABILITY ASSESSMENT	MEAD AND HUNT INC	Partially Received	75,000.00	54,750.00	20,250.00	460-3080-538-4910
230390	CFWD	24WW07	10/05/2023	CONSULTANT SERVICES FOR 10TH STREET SEWER MAIN EXT	PARKER MYNCHENBERG & ASSOC INC	Partially Received	53,937.00	35,946.00	17,991.00	407-8110-580-6300
230417	Fire Station CFWI	22BG06-B	10/19/2023	FIRE STATION CONSTRUCTION	SABOUNGI CONSTRUCTION INC	Partially Received	3,088,598.32	2,232,659.44	855,938.88	301-8110-580-6200
230496	CFWD	24ST04	11/29/2023	2024 FORD F-350 UTILITY TRUCK W/ HOIST & MINI DUMP	BARTOW FORD COMPANY	Outstanding	101,210.70	0.00	101,210.70	407-8110-580-6400
230496	CFWD	24ST03	11/29/2023	2024 FORD F-350 UTILITY TRUCK W/ HOIST & MINI DUMP	BARTOW FORD COMPANY	Outstanding	80,845.70	0.00	80,845.70	461-8110-538-6400
230515	Fire Station CFWI	22BG06-B	12/11/2023	MATERIALS TESTING FOR FIRE STATION CONSTRUCTION PJ	UNIVERSAL ENGINEERING SCIENCES	Partially Received	10,000.00	7,582.85	2,417.15	301-8110-580-6200
230516	CFWD	24WA01	12/13/2023	CLEARWELL PUMP PROJECT REPLACE PUMPS, PIPING & VAL	TOM EVANS ENVIRONMENTAL	Partially Received	279,977.61	88,772.20	191,205.41	407-8110-580-6300
230521	CFWD	22SW04	12/19/2023	MIRAGE STORMWATER POND IMPROVEMENTS CEI SERVICES	MEAD AND HUNT INC	Partially Received	24,320.00	3,948.01	20,371.99	461-8110-580-6300
230528	CFWD	24ST02	12/28/2023	BID DOCUMENTATION AND CEI FOR SIDEWALK IMPROVEMENT	ZEV COHEN & ASSOCIATES INC	Partially Received	20,610.70	8,194.36	12,416.34	002-8110-580-4601
230559	CFWD	22ST02	01/26/2024	2024 FORD F-350 MINI DUMP TO REPLACE VEHICLE 756	BARTOW FORD COMPANY	Outstanding	80,845.70	0.00	80,845.70	001-8110-580-6400
230589	Fire Station CFWI	22BG06-B	02/16/2024	ELEC GEAR, METER FOR FIRE STATION REPLACEMENT PROJ	ANIXTER INC	Partially Received	7,870.00	6,539.94	1,330.06	301-8110-580-6200
230590	Fire Station CFWI	22BG06-B	02/16/2024	ELEC LIGHTING FOR FIRE STATION REPLACEMENT PROJ	ANIXTER INC	Partially Received	22,053.00	21,163.00	890.00	301-8110-580-6200
230591	Fire Station CFWI	22BG06-B	02/19/2024	Generator Package for Fire Station Replacement	ADVANCED SPECIALTY PRODUCTS INC	Partially Received	40,084.00	20,000.00	20,084.00	301-8110-580-6200
230593	Fire Station CFWI	22BG06-B	02/20/2024	PLUMBING FIXTURES FOR FIRE STATION #96 PROJECT	FERGUSON US HOLDINGS INC	Partially Received	10,977.17	649.11	10,328.06	301-8110-580-6200
230635	CFWD		03/15/2024	GAI CONSULTANTS CRA PLAN UPDATE	GAI CONSULTANTS INC	Partially Received	98,289.00	94,912.80	3,376.20	130-5510-552-3101
230659	CFWD	24WA01	4/10/2024	ACCUATORS AND INSTALL	INSTRUMENT SPECIALTIES	Partially Received	119,505.00	88,830.00	30,675.00	407-8110-580-6300
230665	CFWD	22WW08	07/15/2024	CONSTRUCTION OF 3RD BTU & INFLUENT HEADWORKS MODS	SAWCROSS INC	Partially Received	6,875,005.60	1,055,271.93	5,819,733.67	400-8110-580-6300
230668	CFWD	22WW08	04/16/2024	CONSTRUCTION OF 3RD BTU & INFLUENT HEADWORKS MODS	SAWCROSS INC	Partially Received	897,237.92	6,600.00	890,637.92	400-8110-580-6300
230675	CFWD	24SW01	04/18/2024	CAVANAH DR-STORMWATER PIPE LINING	INLINER SOLUTIONS, LLC	Outstanding	6,765.00	0.00	6,765.00	461-8110-580-6300
230682	CFWD		04/24/2024	FY2024 ROADWAY RESURFACING PROGRAM PROF SERVICES	MEAD AND HUNT INC	Partially Received	90,947.95	40,796.13	50,151.82	002-4141-541-4601
230692	CFWD		04/26/2024	SCHOOL ZONE IMPROVEMENTS PROJECT	TRAFFIC CONTROL DEVICES, INC	Outstanding	137,286.00	0.00	137,286.00	002-8110-580-4601
230693	CFWD	24WW08	04/26/2024	ENGINEERING SVCS TO PREP WASTEWATER SAHFI GRANT AP	MEAD AND HUNT INC	Outstanding	45,000.00	0.00	45,000.00	407-8110-580-6300
230710	CFWD	24WW06	05/15/2024	REPAIR OF SEWER MANHOLES, RINGS AND LIDS	DANUS UTILITIES INC	Outstanding	105,726.00	0.00	105,726.00	407-8110-580-6300
230711	CFWD	24WW09	05/16/2024	EMERGENCY LINING OF 1,343 FEET OF SEWER LINES	INLINER SOLUTIONS, LLC	Outstanding	78,440.00	0.00	78,440.00	407-8110-580-6300
230712	CFWD		05/17/2024	OVERHEAD TO UNDERGROUND CONVERSION PHASE 3	MEAD AND HUNT INC	Partially Received	298,447.49	55,224.89	243,222.60	139-8110-580-6300
230738	CFWD	24WW03	06/04/2024	LS#18 CONTROL PANEL	HYDRA SERVICE INC	Outstanding	33,753.00	0.00	33,753.00	407-8110-580-6300
230745	CFWD	24WW02	06/12/2024	RIVIERA GOLF COURSE RECLAIMED WATER IMPROVEMENTS	BLACK SANDS DEVELOPMENT GROUP PLL(	Outstanding	67,509.66	0.00	67,509.66	407-8110-580-6400
230762	CFWD	24SW01	06/26/2024	PROF SVCS FOR TIDAL BACKFLOW PREVENTOR PROJECT	MEAD AND HUNT INC	Partially Received	68,089.00	2,850.23	65,238.77	461-8110-580-6300
230764	CFWD		06/26/2024	SUNRISE PARK NORTH REPLACEMENT PLAYGROUND	LANIER PLANS INC	Partially Received	349,952.13	174,976.07	174,976.06	301-8110-580-6300
230792	CFWD	22WW08	08/09/2024	3RD BTU & INFLUENT HEADWORKS PROJECT	FLUIDYNE CORPORATION	Partially Received	275,000.00	27,500.00	247,500.00	400-8110-580-6300
230793	CFWD	22WW08	08/09/2024	3rd BTU & INFLUENT HEADWORKS PROJECT-ODP	EVOQUA WATER TECHNOLOGIES	Outstanding	414,250.00	0.00	414,250.00	400-8110-580-6300
230794	CFWD	22WW08	08/09/2024	3rd BTU & INFLUEND HEADWORKS PROJECT-ODP RECIRC PM	HYDRA SERVICE INC	Outstanding	72,490.00	0.00	72,490.00	400-8110-580-6300
230795	CFWD	22WW08	08/09/2024	3rd BTU & INFLUENT HEADWORKS PROJECT. ODP	SAVECO NORTH AMERICA INC	Outstanding	369,068.00	0.00	369,068.00	400-8110-580-6300
230804	CFWD	24ST05	08/13/2024	CENTER STREET SIDEWALK REPAIR	SANDERSON CONCRETE CONSTRUCTION,	Outstanding	99,814.00	0.00	99,814.00	002-8110-580-4601
230807	CFWD	24ST02	08/15/2024	LPGA BLVD @ STATE AVE STORMWATER PIPE LINING	INLINER SOLUTIONS, LLC	Outstanding	11,200.00	0.00	11,200.00	002-8110-580-4601
230830	CFWD	24WA01	08/29/2024	WELL PUMP REHAB FOR WELLS 18 & 19	A.C. SCHULTES OF FLORIDA, INC.	Outstanding	63,445.16	0.00	63,445.16	407-8110-580-6300
230843	CFWD	22BG12	09/17/2024	SUNRISE PARK NORTH WATERWAY	BLACK SANDS DEVELOPMENT GROUP PLL(	Outstanding	21,430.42	0.00	21,430.42	301-8110-580-6300
230849	CFWD	24WA01	09/17/2024	HIGH SERVICE PUMP REPLACEMENT	BLACK SANDS DEVELOPMENT GROUP PLL(	Outstanding	12,609.30	0.00	12,609.30	407-8110-580-6300
230850	CFWD	22BG06-B	9/19/2024	FIRE STATION METERS	BADGER METER INC	Outstanding	7156.8	0.00	7,156.80	301-8110-580-6200
230853	CFWD	24WW03	9/25/2024	LIFT STATION PUMP REPLACEMENTS	HYDRA SERVICE INC	Outstanding	14,221.00	0.00	14,221.00	407-8110-580-6300
							16,159,026.11	5,065,378.38	11,093,647.73	

Row Labels	Sum of Outstanding as of 9/30/2
001-8110-580-6400	80,845
002-4141-541-4601	50,151
002-8110-580-4601	260,716
130-5510-552-3101	3,376
139-8110-580-3400	1,171
139-8110-580-6300	243,222
301-8110-580-6200	898,144
301-8110-580-6300	284,175
400-8110-580-6300	8,077,914
407-8110-580-6300	807,957
407-8110-580-6400	168,720
460-3080-538-4910	20,250
461-8110-538-6400	80,845
461-8110-580-6300	92,375
495-3040-534-3400	23,778
(blank)	
Grand Total	**11,093,647**

Attachment: Attachment A Outstanding PO list 9302024 Carry Forward (2024-R-95 : Budget Resolution

Revision Date: 3/11/15

CITY OF HOLLY HILL
Budget Amendment Request
Fiscal Year 2024-2025

Requesting Department	Date
Finance	11/12/2024

ADD FUNDS FROM ACCOUNT NUMBER:	ACCOUNT DESCRIPTION:	AMOUNT:
001-0000-389-1000	Prior Year Carry Forward	$80,845.70
002-0000-389-1000	Prior Year Carry Forward	$310,868.16
130-0000-389-1000	Prior Year Carry Forward	$3,376.20
139-0000-389-1000	Prior Year Carry Forward	$244,394.42
301-0000-389-1000	Prior Year Carry Forward	$1,182,320.85
400-0000-389-1000	Prior Year Carry Forward	$8,077,914.12
407-0000-389-1000	Prior Year Carry Forward	$976,678.30
460-0000-389-1000	Prior Year Carry Forward	$20,250.00
461-0000-389-1000	Prior Year Carry Forward	$173,221.46
495-0000-389-1000	Prior Year Carry Forward	$23,778.52
	Total	$11,093,647.73

ADD FUNDS TO ACCOUNT NUMBER:				
001-8110-580-6400		Open projects from FY2024		80,845.70
002-4141-541-4601		See attached spreadsheet.		50,151.82
002-8110-580-4601				260,716.34
130-5510-552-3101				3,376.20
139-8110-580-3400				1,171.82
139-8110-580-6300				243,222.60
301-8110-580-6200				898,144.95
301-8110-580-6300				284,175.90
400-8110-580-6300				8,077,914.12
407-8110-580-6300				807,957.94
407-8110-580-6400				168,720.36
460-3080-538-4910				20,250.00
461-8110-538-6400				80,845.70
461-8110-580-6300				92,375.76
495-3040-534-3400				23,778.52
			Total	$11,093,647.73

Purpose of Transfer: (include as much detail as possible)

To record carry forward for open projects and purchase orders as of 9/30/2024.

Note: Funds can only be transferred within the same fund and same department without requiring further commission action. In addition funds can only be expended after amendment is completed.

---------- Management Approvals----------

Department Head Signature _____ Date _____

City Manager Signature _____ Date _____

---------- For Finance Use Only ----------

Step 1: Finance Review

Finance Director Signature _____ Date _____

Step 2: Budget Adjustment Entry

Funds are available for this request? Yes____ No ____

Resolution #

Employee Signature _____ Date _____

Attachment: Attachment B - Budget Amendment Carry forward (2024-R-95 : Budget Resolution Carry Over Funds from FY23-24 to FY24-25)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: November 12, 2024
FROM: Michele Moore
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Amending the Adopted Budget for the City of Holly Hill for the Fiscal Year 2023 - 2024; and Providing for Severability; and Providing for an Effective Date.
NUMBER: 2024-R-96
APPLICANT:
PLANNER:

DISCUSSION:

FISCAL ANALYSIS:

STAFF RECOMMENDATION:

Recommend approval.

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:

APPROVE AMENDING THE ADOPTED BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2023-2024.

ATTACHMENTS:

- Attachment A - Budget Amendment Final FY2023_2024 (PDF)

Resolution No. 2024-96

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, AMENDING THE ADOPTED BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2023 - 2024; 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, AMENDING THE ADOPTED BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2023-2024; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Holly Hill, by Resolution 2023-R-52, adopted an operating budget for Fiscal Year 2023 - 2024; and

WHEREAS, The City of Holly Hill, Resolution 2023-R-59, Resolution 2023-R-68, Resolution 2023-R-69, Resolution 2023-R-71, Resolution 2024-R-4, Resolution 2024-R-9, 2024-R-34, and 2024-R-58 amended the operating budget for Fiscal Year 2023-2024; and

WHEREAS, the budget amendments increase revenues and expenditures in total pursuant to itemizations contained in Exhibit "A", which is attached hereto and incorporated herein; and

WHEREAS, the budget amendment will allow the City of Holly Hill to adjust the Fiscal Year 2023-2024 budget.

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

SECTION 1. AMENDED BUDGET. The City Commission of the City of Holly Hill amends the Fiscal Year 2023-2024 budget by revising the budget in total pursuant to itemizations contained in Exhibit "A", which is attached hereto and incorporated herein.

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 become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 12th day of NOVEMBER, 2024.

CITY OF HOLLY HILL
Budget Amendment Request
Fiscal Year 2023-2024

Requesting Department		Date
Finance		11/12/2024

ADD FUNDS FROM ACCOUNT NUMBER:	ACCOUNT DESCRIPTION:	AMOUNT:
001-0000-344-9012	Traffic Signal Maintenance	$27,692.00
001-0000-366-9000	Back to School Drive and Toy Drive Donations	$2,405.00
001-0000-369-1010	Convenience Fees on Merchant Sales	$95,000.00
130-0000-347-4000	Pictona Events/Sponsorships	$19,500.00
135-0000-389-1000	Prior Year Carry Forward	$42,117.11
	Total	$186,714.11

ADD FUNDS TO ACCOUNT NUMBER:

001-4172-572-4601		Repairs & Maintenance		27,692.00
001-2110-521-5201		Operating Supplies - Back to School, Toy Drive		2,405.00
001-1303-513-3400		Other Services - Merchant Fees		95,000.00
130-5510-552-4810		Special Events		19,500.00
135-8110-589-5200		Privte Org Grants - Fountainhead Tax Reimb		42,117.11
		Total		$186,714.11

Purpose of Transfer: (include as much detail as possible)

To record revenue earned in FY2023/20204 and create corresponding expenditure budgets.

Note: Funds can only be transferred within the same fund and same department without requiring further commission action. In addition funds can only be expended after amendment is completed.

---------- Management Approvals----------

Department Head Signature — Date

City Manager Signature — Date

---------- For Finance Use Only ----------

Step 1: Finance Review

Finance Director Signature — Date

Step 2: Budget Adjustment Entry
Funds are available for this request? Yes____ No ____

Resolution #

Employee Signature — Date

Attachment: Attachment A - Budget Amendment Final FY2023_2024 (2024-R-96 : FY 23-24 Budget Amendment - Final)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **November 12, 2024**
FROM: **Michele Moore**
SUBJECT: **2024-2025 VOCA Agreement Victims of Crime Act (VOCA) VOCA-2024-2025 Holly Hill Police Department**
NUMBER: **(ID # 4675)**
APPLICANT:
PLANNER:

DISCUSSION:

The Victim Advocate Coordinator (VAC) will serve as a liaison between victims and the intricacies of the criminal justice system, assess what services may be appropriate, provide information about safety planning and injunctions, provide critical incident and crisis counseling services, distribute information and referrals to community resources, and assist victims with filling out victim compensation applications.

In order to continue and provide these necessary services to crime victims, the Holly Hill Police Department has applied for and received a grant from the State of Florida's Attorney General's Office (AGO) to fund a majority of the Victim Advocate Coordinator position.

The Victims of Crime Act (VOCA) 2024-2025 Grant funding cycle is from October 1, 2024 through September 30, 2025**.**

- Ashley Moody AG - Letter to COHH - VOCA Grant FY24-25 (PDF)

ASHLEY MOODY
ATTORNEY GENERAL
STATE OF FLORIDA

OFFICE OF THE ATTORNEY GENERAL
Associate Deputy Attorney General for
Criminal Justice Programs

Joseph Spataro
PL-01 The Capitol
Tallahassee, FL 32399-1050
Phone (813) 267-2544 Fax (850) 487-2564
http://www.myfloridalegal.com

September 10, 2024

Mr. Joe Forte, City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117-2807

Dear Mr. Forte:

The Office of the Attorney General, Bureau of Advocacy and Grants Management, is pleased to inform you that City of Holly Hill will be awarded a Victims of Crime Act (VOCA) grant for the 2024-2025 funding cycle.

As I wrote earlier this year, General Moody worked with our state partners to increase the funding that would be available this year, and the Florida Legislature allocated general revenue to offset VOCA federal funding reductions. Based on those state funds, we are pleased to inform you that this year's grant award will equal your 2023-2024 award, and no decreases will be made to VOCA grant recipients this year.

Please take heed of our previous letters regarding projected cuts to VOCA funds. We still anticipate cuts to VOCA awards in the coming years based on Federal projections. In the meantime, please continue to use these funds to aid victims of crimes in Florida.

If you have any questions, please direct them to the Bureau of Advocacy and Grants Management at (850) 414-3380 or contact.voca@myfloridalegal.com. Thank you for your continued efforts in the field of victim services.

Sincerely,

Joseph Spataro
Associate Deputy Attorney General

Attachment: Ashley Moody AG - Letter to COHH - VOCA Grant FY24-25 (4675 : 2024-2025 VOCA Agreement)

FY 2024/2025
(Grant Period October 1, 2024, through September 30, 2025)

AGREEMENT BETWEEN THE STATE OF FLORIDA
DEPARTMENT OF LEGAL AFFAIRS
OFFICE OF THE ATTORNEY GENERAL

AND

City of Holly Hill

GRANT NO: VOCA-C-2024-Holly Hill Police Department-00192

THIS AGREEMENT is entered into in the City of Tallahassee, Leon County, Florida by and between the State of Florida, Department of Legal Affairs, Office of the Attorney General (OAG), the pass-through agency for the Victims of Crime Act (VOCA), Catalog of Federal Domestic Assistance (CFDA) Number - 16.575, hereafter referred to as "the OAG, " an agency of the State of Florida, with headquarters located at PL-01, The Capitol, Tallahassee, Florida 32399-1050, and the City of Holly Hill , hereafter referred to as "the Provider," and jointly referred to as "the Parties." The parties agree as follows:

ARTICLE 1. ENGAGEMENT OF THE PROVIDER

The OAG engages the Provider to perform services as specified in this Agreement. All services are to be performed solely by the Provider and may not be subcontracted or assigned without prior written consent of the OAG. The consent of the OAG does not vest any rights in the subcontractor or create any obligation on behalf of the OAG to the subcontractor. All subcontract agreements will contain a disclosure to this effect.

This Agreement will be performed in accordance with the rules implementing the provisions of VOCA, 34 U.S.C. § 20103, Crime Victim Assistance, 28 C.F.R. §§ 94.101 through 94.122, the federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq., and the U.S. Department of Justice, (DOJ), Office of Justice Programs, DOJ Grants Financial Guide, (Financial Guide), and any other regulations or guidelines currently or subsequently required by the U.S. Department of Justice and State or Federal laws.

ARTICLE 2. SCOPE OF WORK

For the 2024/2025 Grant Period, the Provider will maintain a victim services program that will be available to provide direct services to victims of crime who are identified by the Provider or are presented to the Provider, as specified in the Provider's 2024/2025 Grant Application as approved by the OAG and incorporated herein by reference.

ARTICLE 3. TIME OF PERFORMANCE

This Agreement will become effective on October 1, 2024, or on the date when this Agreement has been signed by all parties, whichever is later, and will end on September 30, 2025. No costs incurred by the Provider prior to the effective date or after the termination date of this Agreement will be reimbursed and the Provider is solely responsible for any such expenses.

ARTICLE 4. GRANT FUNDS

The Provider will not commingle grant funds (payments and reimbursements made under this Agreement)

Attachment: Ashley Moody AG - Letter to COHH - VOCA Grant FY24-25 (4675 : 2024-2025 VOCA Agreement)

with other personal or business accounts. The DOJ Financial Guide does not require physical segregation of cash deposits or the establishment of any eligibility requirements for funds which are provided to a Provider. The Provider's accounting systems must ensure grant funds are not commingled with funds on either a program-by-program or a project-by-project basis. Grant funds specifically budgeted and received for one project may not be used to support another. When the Provider's existing accounting system cannot comply with this requirement, the Provider will establish an additional accounting system to provide adequate grant fund accountability for each project.

In accordance with the provisions of section 287.0582, Florida Statutes, if the terms of this Agreement and reimbursement contemplated by this Agreement extend beyond the current fiscal year, the OAG's performance and obligation to reimburse under this Agreement are contingent upon an annual appropriation and spending authority by the Florida Legislature. In addition, the OAG's performance and obligation to reimburse under this Agreement is contingent upon the OAG's VOCA award, as funded through the DOJ, Office for Victims of Crime formula grant program.

ARTICLE 5. FINANCIAL CONSEQUENCES

In accordance with section 215.971, Florida Statutes, provisions specifying the financial consequences that apply if the Provider fails to perform the minimum level of service required by this Agreement are set forth in this paragraph. The Provider will be held responsible for maintaining a victim services program that will be available to provide direct services to victims of crime who are identified by the Provider or are presented to the Provider, and meeting the deliverables and the performance standards as outlined in the current year VOCA Grant Application and approved by the OAG, included within the OAG E-Grants Management System, and incorporated herein by reference in the approved application, unless otherwise modified as approved by the OAG in writing. If the Provider does not maintain a victim services program that will be available to provide direct services to victims of crime as outlined in the approved application without an approved justification, the OAG may impose a corrective action plan and will reduce the final payment for the grant period under this Agreement by five percent of the total award amount listed in Article 11. Additionally, failure of Provider to comply with all provisions of this agreement, including but not limited to compliance with audits, maintenance of documentation, monitoring, and report submissions will result in the withholding of payments until such issues are resolved as determined by the OAG. The provisions in this Article do not limit the OAG's rights under the law with regard to breach of this agreement or specified termination provisions.

ARTICLE 6. REGISTRATION REQUIREMENTS

Prior to execution of this Agreement, the PROVIDER will be registered electronically with the State of Florida at MyFloridaMarketPlace.com. If the parties agree that exigent circumstances exist that would prevent such registration from taking place prior to execution of this Agreement, then the PROVIDER will so register within 21 days from execution. Failure of the PROVIDER to register electronically with the state of Florida will result in non-payment for expenditures by the Department of Financial Services until the PROVIDER has complied. The online registration can be completed at: https://vendor.myfloridamarketplace.com. If the PROVIDER needs assistance in registering, the PROVIDER may call 1-866-352-3776, fax 866-552-2992, or email: vendorhelp@myflorida.com. Failure of the PROVIDER to timely register may result in cancellation of this Agreement.

The Provider will comply with the applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by the Federal Office of Management and Budget and the DOJ's Office of Justice Programs), and to acquire and provide a Unique Entity Identifier (UEI). The Provider will comply with applicable restrictions on subcontractors that do not acquire and provide a UEI number. The details of Provider obligations are posted on the Office of Justice Programs' website at https://www.ojp.gov/funding (Award condition: Registration with the System for Award

Attachment: Ashley Moody AG - Letter to COHH - VOCA Grant FY24-25 (4675 : 2024-2025 VOCA Agreement)

Management and Universal Identifier Requirements) and are incorporated by reference. This special condition does not apply to the Provider who is an individual and received the grant award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

ARTICLE 7. W-9 REQUIREMENT

The State of Florida Department of Financial Services requires that vendors have a verified Substitute Form W-9 on file to avoid delays in payments. Information on how to register and complete your Substitute Form W-9 can be found at http://flvendor.myfloridacfo.com. The Vendor Management Section can also be reached at (850) 413-5519.

ARTICLE 8. E-GRANTS SYSTEM REQUIREMENT

The PROVIDER's administrator has the authority to grant access to the E-Grants system to the PROVIDER'S employees. The PROVIDER will immediately remove access to the E-Grants system when an employee is no longer employed at the PROVIDER's agency or when an employee's access is no longer necessary to perform their job duties at the PROVIDER's agency. The PROVIDER will perform quarterly checks to ensure that only authorized employees have access to the E-Grants system and will report quarterly to the OAG their compliance with this provision.

ARTICLE 9. AUTHORIZED EXPENDITURES

Only expenditures which are detailed in the approved budget of the grant application, a revised budget, or an amended budget approved by the OAG are eligible for reimbursement with grant funds. Any requested modification to the budget must be submitted by the Provider in writing to the OAG and will require prior approval by the OAG. Budget modification approval is at the sole discretion of the OAG. Any grant funds reimbursed under this Agreement must be used in accordance with the rules implementing the provisions of VOCA, 34 U.S.C. § 20103, Crime Victim Assistance, 28 C.F.R. §§94.101 through 94.122, the federal government-wide grant rules as set forth in the 2 C.F.R. § 200, and the DOJ, Office of Justice Programs, DOJ Financial Guide, and any other regulations or guidelines currently or subsequently required by the DOJ and state or federal laws. Expenditures for the acquisition of equipment will only be considered for VOCA grant funded positions that are approved at 100% in the budget.

Grant funds cannot be used as a revenue generating source and crime victims cannot be charged either directly or indirectly for services reimbursed with grant funds. Third party payers such as insurance companies, victim compensation, Medicare or Medicaid may not be billed for services provided by grant funded personnel to clients. Grant funds must be used to provide services to all crime victims, regardless of their financial resources or availability of insurance or third-party reimbursements.

Travel expenses will be reimbursed with grant funds only in accordance with section 112.061, Florida Statutes.

Expenditures of state financial assistance must be in compliance with all laws, rules and regulations applicable to expenditures of state funds, including, but not limited to, the Florida Reference Guide for State Expenditures.

Only allowable costs resulting from obligations incurred during the term of this Agreement are eligible for reimbursement, and any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the OAG. Any funds paid in excess of the amount to which the Provider is entitled under the terms of this Agreement must be refunded to the OAG.

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The Provider will reimburse the OAG for all unauthorized expenditures and the Provider will not use grant funds for any expenditures made by the Provider prior to the execution of this Agreement or after the termination date of this Agreement. If the Provider is a unit of local or state government, the Provider must follow the written purchasing procedures of that governmental agency or unit. If the Provider is a non-profit organization, the Provider will obtain a minimum of three written quotes for all single item grant-related purchases equal to or in excess of $2,500 unless it is documented that the vendor is a sole source supplier. The Provider will use the lowest quote for the purchase.

The Provider will not use any federal funds (including grant funds), either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the U.S. Department of Justice, Office of Justice Programs.

The Provider must report suspected fraud, waste and abuse to the OAG's Office of the Inspector General at 850-414-3300.

ARTICLE 10. PROGRAM INCOME

The Provider will provide services to crime victims, at no charge, through the VOCA grant funded project. Upon request, the Provider will provide the OAG with financial records and internal documentation regarding the collection and disposition of program income, including, but not limited to, Victim Compensation, insurance, Medicare, Medicaid, restitution and direct client fees.

ARTICLE 11. AMOUNT OF FUNDS

A. Total Funds: The OAG will reimburse the Provider for contractual services or availability to provide services for the entire time of performance, as set forth in Article 3 of this Agreement, and completed in accordance with the terms and conditions of this Agreement. The total sum of monies available for reimbursement to the Provider for services provided will not exceed $50,590.00.

B. "Availability to Provide Services" is defined as maintaining sufficient capacity to assist victims during the Provider's business hours throughout the Agreement term. Provider's business hours should be set during standard business work hours, which are between 8:00 a.m. to 6:00 p.m. Monday through Friday, unless otherwise approved as alternative standard business work hours by the OAG. Employee leave earned under this grant period is reimbursable; however, the Provider must continue to maintain sufficient capacity to assist victims.

C. "Contractual Services" are defined as those specified services established within the OAG approved budget for which the Provider is to be paid upon completion at the set rate also established within the OAG approved budget, as authorized expenditures eligible for payment, or reimbursement pursuant to ARTICLE 9, AUTHORIZED EXPENDITURES, of this Agreement.

D. The OAG strongly encourages the Provider to secure funding from other sources if the Provider anticipates the program will continue beyond the current grant year.

ARTICLE 12. METHOD OF PAYMENT

A. Payment: Payment for services performed under this Agreement will be issued in accordance with the provisions of section 215.422, Florida Statutes. The OAG will have 20 days from the receipt of any invoice

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for the approval and inspection of goods or services.

B. Performance Reports: All required performance reports must be completed by the Provider and received by the OAG to document the provision of the project deliverables. Processing of reimbursement of a monthly invoice is contingent upon timely OAG receipt of performance reports, subject to approval by the OAG of the level of service provided during the invoiced period, and approval by the OAG of all required performance reports. The Provider will provide all performance reports on a quarterly and annual basis unless otherwise requested by the OAG. The quarterly reports for quarters ending December, March, and June must be submitted by the Provider to the OAG by the 15th day of the month immediately following the end of the quarter. The final performance report is due to the OAG no later than the last day of the month immediately following the cancellation, expiration, or termination of this Agreement.

C. Monthly Invoices: Except for the monthly invoices for December, March, and June, each monthly invoice and all required supporting documentation, including a Certificate of Availability, must be submitted by the Provider to the OAG by the last day of the month immediately following the month for which reimbursement is requested, unless otherwise approved by the OAG in writing. The monthly invoices for December, March, and June and all required supporting documentation, including a Certificate of Availability, must be submitted by the Provider to the OAG by the 15th day of the month immediately following the month for which reimbursement is requested, unless otherwise approved by the OAG in writing. The Provider will maintain appropriate documentation of all costs for which reimbursement is sought on the invoice. The OAG may require any appropriate documentation of expenditures prior to approval of the invoice and may withhold reimbursement if services are not satisfactorily completed or if the documentation is not satisfactory. The final invoice is due to the OAG no later than the last day of the month immediately following the cancellation, expiration, or termination of this Agreement.

D. Correction of Invoices: If the Provider submits an invoice that does not accurately reflect the costs associated for that month, the correct costs must be submitted on the next monthly invoice or forfeit reimbursement from the grant for those particular costs. The OAG will not accept any corrected invoices that are not received within this timeframe. If complete and correctly documented invoices are not received within these timeframes, all right to reimbursement may be forfeited, the OAG may not honor any subsequent requests for payment. Any reimbursement due or any approval necessary under the terms of this Agreement will be withheld until all evaluation, financial and program reports due from the Provider, and necessary adjustments thereto, have been approved by the OAG.

E. Notice of Investigation: The Provider is required to inform the OAG if they are being investigated by any governmental agency for financial, programmatic, or other issues. If it comes to the attention of the OAG that the Provider is being investigated, all pending requests for reimbursement may not be processed until the matter is resolved to the satisfaction of the OAG.

F. Maintenance and Submission of Reports: The Provider will maintain and timely submit such progress, fiscal, inventory, and other reports as the OAG may require pertaining to this grant.

G. Matching Grant Award: The Provider is required to match the grant award as required in the rules implementing the Federal Victims of Crime Act. Match contributions equal to 20 percent (cash or in-kind) of the total cost of each VOCA project (VOCA grant funds plus match contributions) must be reported monthly to the OAG. All funds designated as match contributions are restricted in the same manner and to be expended for the same uses as the VOCA victim assistance grant funds and must be expended within the grant period. Unless otherwise approved by the OAG, match contributions must be reported on a monthly basis in an amount consistent with the amount of funding requested for reimbursement.

ARTICLE 13. VENDOR OMBUDSMAN

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Pursuant to section 215.422(7), Florida Statutes, the Florida Department of Financial Services has established a Vendor Ombudsman, whose duties and responsibilities are to act as an advocate for vendors who may have problems obtaining timely payments from state agencies. The Vendor Ombudsman may be reached at (850) 413-5516.

ARTICLE 14. LIABILITY AND ACCOUNTABILITY

The Provider, if a non-profit entity, will provide continuous and adequate director, officer, and employee liability insurance coverage against any personal liability or accountability by reason of actions taken while acting within the scope of their authority during the existence of this Agreement and any renewal and extension thereof. Such coverage may be provided by a self-insurance program established and operating under the laws of the state of Florida.

ARTICLE 15. INDEPENDENT CONTRACTOR

The Provider is an independent contractor and not an officer, employee, agent, servant, joint venture, or partner of the state of Florida, except where the Provider is a state Agency. Neither the Provider nor its agents, employees, subcontractors, or assignees will represent to others that the Provider has the authority to bind the OAG. This Agreement does not create any right to any state retirement, leave or other benefits applicable to state of Florida personnel as a result of the Provider performing its duties or obligations under this Agreement. The Provider will take such actions as may be necessary to ensure that each subcontractor of the Provider will be deemed an independent contractor and will not be considered or permitted to be an officer, employee, agent, servant, joint venturer, or partner of the state of Florida. The OAG will not furnish support services (e.g., office space, office supplies, telephone service, and administrative support) to the Provider, or its subcontractor or assignee, unless specifically agreed to in writing by the OAG.

All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees will be the sole responsibility of the Provider.

ARTICLE 16. DOCUMENTATION, RECORD RETENTION

The Provider will maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of grant funds.

The Provider will maintain a file for inspection by the OAG or its designee, Chief Financial Officer, Auditor General, or the DOJ that contains written invoices for all fees, or other compensation for services and expenses, in detail sufficient for a proper pre-audit and post-audit. This includes the nature of the services performed or expenses incurred, the identity of any persons who performed the services or incurred the expenses, the daily time and attendance records and the amount of time expended in performing the services (including the day on which the services were performed), and if expenses were incurred, a detailed itemization of such expenses. All documentation, including audit working papers, will be maintained by the Provider for a period of five years from the termination date of this Agreement, or until any audit has been completed and any findings have been resolved, whichever is later.

The Provider will give authorized representatives of the OAG the right to access, receive and examine all records, books, papers, case files, documents, goods, and services related to the grant funds. The Provider, by signing this Agreement specifically authorizes the OAG to receive and review any record reasonably related to

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the purpose of the grant as authorized in the original approved grant application and or the amendments thereto. Failure to provide documentation as requested by the OAG under the provisions of this Agreement will result in either the termination of the agreement or suspension of further reimbursements to the Provider until all requested documentation has been received, reviewed, and the costs are approved for reimbursement by the OAG.

ARTICLE 17. PUBLIC RECORDS

The Provider will comply with Chapter 119, Florida Statutes, Florida's public record law. The Provider will keep and maintain public records required by the OAG to perform all services required under this Agreement. A request to inspect or copy public records relating to this Agreement must be made directly to the OAG. If the OAG does not possess the requested records, the OAG will immediately notify the Provider of the request. Upon request by the OAG to inspect or copy public records relating to this Agreement, the Provider will provide the OAG with a copy of the requested records at no cost to the OAG or allow the records to be inspected or copied by the member of the public making the records request at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The Provider must ensure that in allowing public access to all documents, papers, letters, or other materials made or received in conjunction with this Agreement, those records that are exempt or confidential and exempt from public records disclosure requirements of Chapter 119, Florida Statutes, or other provisions of Florida law, are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Provider does not transfer the records to the OAG.

If the Provider fails to provide the public records to the OAG within a reasonable time, it may be subject to penalties under section 119.10, Florida Statutes, as well as unilateral cancellation of this Agreement by the OAG. In the event the Provider's business closes or the Provider is permanently unable to perform under this Agreement, the Provider will electronically transfer, at no cost, all public records to the OAG upon becoming aware of any impending closure or event that renders the Provider unable to perform said services. Upon completion of this Agreement, the Provider will keep and maintain public records required by the OAG to perform the services to be provided in the scope of this Agreement, or electronically transfer in a file format compatible with the information technology systems of the OAG, at no cost to the OAG, all public records in possession of the Provider. If the Provider transfers all public records to the OAG upon completion or termination of the Agreement, the Provider will destroy all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the Agreement, it must meet all applicable requirements for retaining public records, consistent with the state of Florida's records retention schedule. All public records stored electronically must be provided to the OAG, upon request of its Custodian of Public Records, at no cost to the OAG, in a format compatible with the information technology systems of the OAG. The OAG may unilaterally terminate this Agreement if the Provider refuses to allow access to all public records made or maintained by the Provider in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Art. I, Florida State Constitution, and sections 119.07(1) or 960.15, Florida Statutes.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-414-3634, PublicRecordsRequest@myfloridalegal.com, OFFICE OF THE ATTORNEY GENERAL, PL-01, THE CAPITOL, TALLAHASSEE, FL 32399-1050.

ARTICLE 18. PROPERTY

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The Provider will be responsible for the proper care and custody of all property purchased with grant funds and agrees not to sell, transfer, encumber, or otherwise dispose of property acquired with grant funds without the written permission of the OAG. If the Provider is no longer a grant funds recipient, all property acquired by grant funds will be subject to the provisions of the DOJ Financial Guide.

ARTICLE 19. AUDITS; COMPLIANCE WITH THE INSPECTOR GENERAL

A. Pursuant to section 20.055, Florida Statutes, the Provider, and any subcontractor to the Provider understand and will comply with their duty to cooperate with the Inspector General in any investigations, audit inspection or review.

B. The administration of funds disbursed by the OAG to the Provider may be subject to audits and monitoring by the OAG, as described in this section.

C. Title 2 C.F.R. Part 2, Subpart A, is applicable if the Provider is a non-federal entity, meaning a state, local government, Indian tribe, institution of higher learning, or nonprofit organization that carries out a federal award as a recipient or subrecipient, as defined in that Part.

1. In the event the Provider expends $750,000 or more during the non-federal entity's fiscal year in federal awards, it must have a single or program-specific audit conducted for that year in accordance with the provisions of federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq. Article 11 to this Agreement indicates the amount of federal funds disbursed through the OAG by this Agreement. In determining the federal awards expended in its fiscal year, the Provider will take into account all sources of federal awards, including federal resources received from the OAG. The determination of amounts of federal awards expended should be in accordance with the guidelines established by federal government-wide grant rules as set forth in 2 C.F.R. § 200. An audit of the Provider conducted by the Auditor General in accordance with 2 C.F.R. § 200.500, will meet the requirements of this part.

2. In connection with the audit requirements addressed in this part, the Provider will fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. § 200.508.

3. In the event the Provider expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with 2 C.F.R. § 200.500, the cost of the audit must be reimbursed from non-federal funds (i.e., the cost of such an audit must be reimbursed from Provider resources obtained from other than federal entities), as mandated in 2 C.F.R. § 200.400.

ARTICLE 20. AUDIT REPORT SUBMISSION

Copies of audit reports conducted pursuant to Florida Statute 215.97 and the Florida Rules of the Auditor General Chapter 10.650, must be submitted no later than 150 days following cancellation, termination or expiration of this Agreement.

A. Copies of audit reports for audits conducted in accordance with the 2 C.F.R. § 200.500, and required by this Agreement will be submitted, when required by 2 C.F.R. § 200.512, by or on behalf of the Provider directly to the following:

Office of the Attorney General
Division of Victim Services
Internal Audit Unit

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PL-01, The Capitol
Tallahassee, Florida 32399-1050

InternalAuditUnit@myfloridalegal.com

B. Any reports, management letters, or other information required to be submitted to the OAG pursuant to this Agreement will be submitted timely in accordance with federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq., as applicable.

C. Providers should indicate the date the financial reporting package was delivered in correspondence accompanying the financial reporting package.

ARTICLE 21. MONITORING

In addition to reviews of audits conducted in accordance with 2 C.F.R. § 200.500, the Provider will comply and cooperate with any monitoring procedures and processes and additional audits deemed appropriate by the OAG, including but not limited to on-site visits. The Provider will also comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the OAG or its designee, Chief Financial Officer, Auditor General or the U.S. Department of Justice.

The Provider may not accept duplicate funding for any cost, position, service or deliverable funded by the OAG. Duplicative funding is defined as more than 100 percent payment from all funding sources for any cost, position, service or deliverable. If there are multiple funding sources and a program is funded by the OAG, the OAG or its designee has the right to review all documents related to those funding sources to determine whether duplicative funding is an issue. If duplicate funding is found, this Agreement may be suspended, terminated or both while the extent of the overpayment is determined. Failure to comply with state or federal law, and the U.S. Department of Justice Programs, Financial Guide, may also result in the suspension, termination, or both of this Agreement while the extent of the overpayment is determined. Absent fraud, in the event that there has been an overpayment to the Provider for any reason, if the amount of the overpayment cannot be determined to a reasonable degree of certainty, as determined in the sole discretion of the OAG, the Provider will reimburse to the OAG one half of the monies previously paid to the Provider for that line item for the grant year in question.

ARTICLE 22. RETURN OF FUNDS

The Provider will return to the OAG any overpayments made to the Provider for unearned income or disallowed items pursuant to the terms and conditions of this Agreement. In the event the Provider or any outside accountant or auditor determines that an overpayment has been made, the Provider will immediately return to the OAG such overpayment without prior notification from the OAG. In the event the OAG discovers that an overpayment has been made, the contract manager, on behalf of the OAG, will notify the Provider and the Provider will forthwith return the funds to the OAG. Should the Provider fail to immediately reimburse the OAG for any overpayment, the Provider will be charged interest at the rate in effect on the date of the overpayment, as determined by the State of Florida, Chief Financial Officer, pursuant to Chapter 55, Florida Statutes, on the amount of the overpayment or outstanding balance thereof. Interest will accrue from the date of the Provider's initial receipt of funds up to the date of reimbursement of said overpayment funds to the OAG.

ARTICLE 23. PUBLIC ENTITY CRIME, AND DEBARMENT

Public Entity Crime: Pursuant to section 287.133, Florida Statutes, the following restrictions are placed on persons convicted of public entity crimes to transact business with the OAG: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she 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

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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 section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. The Provider certifies that neither it nor any affiliate has been placed on such convicted vendor list and will notify the OAG within five days of its, or any of its affiliates, placement thereon.

ARTICLE 24. GRATUITIES

The Provider will not offer or give any gift or any form of compensation to any OAG employee. As part of the consideration for this Agreement, the parties intend that this provision will survive this Agreement for a period of two years. In addition to any other remedies available to the OAG, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

ARTICLE 25. PATENTS, COPYRIGHTS, AND ROYALTIES

The Provider agrees that if any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, the discovery or invention will be deemed transferred to and owned by the state of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the state of Florida.

In the event that any books, manuals, films, or other copyrightable materials are produced, the Provider will identify all such materials to the OAG. The Provider does hereby assign to the OAG and its assigns or successors, all rights accruing under or in connection with performance under this Agreement, including the United States Copyright, all other literary rights, all rights to sell, transfer or assign the copyright, and all rights to secure copyrights anywhere in the world.

The Provider will indemnify and hold the OAG and its employees harmless from any claim or liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the Provider in the performance of this Agreement. The Provider will indemnify and hold the OAG and its employees harmless from any claim against the OAG for infringement of patent, trademark, copyright or trade secrets. The OAG will provide prompt written notification of any such claim. During the pendency of any claim of infringement, the Provider may, at its option and expense, procure for the OAG, the right to continue use of, or to replace or modify the article to render it non-infringing. If the Provider uses any design, device, or materials covered by letters patent, or copyright, it is mutually agreed and understood without exception the compensation paid pursuant to this Agreement includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Agreement.

Subcontracts must specify that all patent rights and copyrights are reserved to the state of Florida.

ARTICLE 26. IDEMNIFICATION AND ASSUMPTION OF LIABILITY

The Provider will be liable for and indemnify, defend, and hold the OAG, and all of its officers, agents, and employees, harmless from all claims, suits, judgments, or damages, including attorney's fees and costs, arising out of any act or omission or neglect by the Provider and its agents, employees and subcontractors during the performance or operation of this Agreement or any subsequent modifications or extensions thereof. The Provider's evaluation or inability to evaluate its liability will not excuse the Provider's duty to defend and to

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indemnify the OAG within seven days after notice by the OAG. The Provider will pay all costs and fees including attorney's fees related to these obligations and their enforcement by the OAG. The OAG's failure to notify the Provider of a claim will not release the Provider from these duties. The Provider will not be liable for any claims, suits, judgments, or damages arising solely from the negligent acts of the OAG. The Provider will assume all liability associated with providing services under the terms and conditions of this Agreement. This includes, but is not limited to, premises liability and any travel taken by any employee of Provider or any recipient of Provider's services.

NOTE: The indemnification provisions of this Article are not applicable to entities identified in section 768.28(2), Florida Statutes, and do not constitute a waiver of sovereign immunity, or increase the limited waiver of sovereign immunity specified in section 768.28, Florida Statutes.

ARTICLE 27. TERMINATION

A. Termination at Will: This Agreement may be terminated by the OAG for any reason upon five days written notice via certified U.S. mail, hand delivery, or email to the Provider to the physical or email address provided by the Provider in the application.

B. Termination for Non-Appropriation or Lack of Funds: In the event funds for payment pursuant to this Agreement become unavailable, the OAG may terminate this Agreement upon no less than 24 hours written notice to the Provider. The notice will be sent by a method of email, or by hand delivery with proof of delivery, to the representative of the Provider responsible for administration of the program. The OAG will be the final authority as to the availability and adequacy of funds.

C. Upon Termination: In the event this Agreement is terminated by the OAG, the Provider will deliver documentation of ownership or title, if appropriate for all supplies, equipment and personal property purchased with grant funds to the OAG, within 30 days after termination of this Agreement. Any finished or unfinished documents, data, correspondence, reports and other products prepared by or for the Provider under this Agreement will be made available to and for the exclusive use of the OAG.

D. Notwithstanding the above, the Provider will not be relieved of liability to the OAG for damages sustained by the OAG by any termination by the OAG of this Agreement by the Provider. In the event this Agreement is terminated by the OAG, the Provider will be reimbursed for satisfactorily performed and documented services provided prior to the effective date of termination.

ARTICLE 28. AMENDMENTS

Modification of any provision of this Agreement must be mutually agreed upon by all parties and requires a written and fully executed amendment to this Agreement, except as provided for budget modifications submitted by the Provider in writing which have been previously approved by the OAG pursuant to the terms of ARTICLE 9, AUTHORIZED EXPENDITURES.

ARTICLE 29. NONDISCRIMINATION

Recipients of federal financial assistance must comply with applicable federal civil rights laws, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. §§ 10228(c) and 10221(a)); the Victims of Crime Act of 1984, as amended (34 U.S.C. § 20110(e)); The Juvenile Justice and Delinquency Prevention Act of 1974, as amended (34 U.S.C. § 11182(b)); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Exec. Order 13279 (67

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Fed. Reg. 241).

Pursuant to applicable federal laws and Chapter 760, Florida Statutes, the Provider will not discriminate against any client or employee in the performance of this Agreement or against any applicant for employment because of age, race, religion, color, disability, national origin, marital status or sex. All contractors, subcontractors, sub-grantees, or others that the Provider engages to provide services or benefits to clients or employees in connection with any of its programs and activities will not discriminate against those clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.

The Provider must have policies and procedures in place for responding to complaints of discrimination that employees and beneficiaries file directly with the Provider. Information provided by the U.S. Department of Justice, Office of Justice Programs, to assist with policy and procedure development is available at https://www.ojp.gov/program/civil-rights-office/about.

In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, marital status or sex against the Provider, the Provider will forward a copy of the findings to the Office of Justice Programs, Office for Civil Rights (OCR), and the OAG.

The PROVIDER must have policies and procedures in place for responding to complaints of discrimination that employees and beneficiaries file directly with the PROVIDER. Information provided by the DOJ, Office of Justice Programs, to assist with policy and procedure development is available at https://www.ojp.gov/program/civil-rights-office/about.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Safe Streets Act and Title VI of the Civil Rights Act of 1964, the Provider must take reasonable steps to ensure that LEP persons have meaningful access to its programs and activities. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The Provider is encouraged to consider the need for language services for LEP persons served or encountered both in developing its budgets and in conducting its programs and activities. Additional assistance and information regarding your LEP obligations can be found at http://www.lep.gov.

In accordance with federal civil rights laws, the Provider will not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

All Providers must complete a review of the Office of Justice Programs, Office for Civil Rights training modules during the 2024-2025 grant period and confirm compliance with this requirement to the OAG through self- reporting by December 31, 2024. The training modules are available at https://www.ojp.gov/program/civil-rights/video-training-grantees/overview. Pursuant to section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit a response 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. The Provider will notify the OAG if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of this Agreement.

The OCR issued an advisory document for federal grant recipients on the proper use of arrest and

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conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans.

ARTICLE 30. NONDISCRIMINATION IN PROGRAMS INVOLVING STUDENTS

The Provider will not use award funding to discriminate against students that are participating in (or benefiting from) programs that are funded by those same federal funds. As an example, provided by the Office for Victims of Crime, Office of Justice Programs, the Provider cannot use VOCA funding to treat a Catholic student differently than a non-Catholic student when both are applying for, or receiving benefits from, the VOCA program. This same protection also applies to the students' parents or legal guardians.

ARTICLE 31. ACKNOWLEDGEMENTS

A. All publications, advertising, or written descriptions of the sponsorship of the program will state: "This project was supported by Award No. VOCA-C-2024-Holly Hill Police Department-00192 awarded by the Office for Victims of Crime, Office of Justice Programs. Sponsored by (City of Holly Hill) and the state of Florida."

B. The Provider is required to display a civil rights statement prominently on all publications, websites, posters, and informational materials mentioning USDOJ programs in bold print and no smaller than the general text of the document. The full civil rights statement must be used whenever possible. Single page documents that do not have space for the full civil rights statement may contain a condensed version in a print size no smaller than the text used throughout the document. If the civil rights statement is missing on a publication, the statement must be included the next time the publication is revised or reprinted and printed copies of the statement must be attached to the current supply of the publication until the next revision is reprinted.

C. Full Civil Rights Statement: In accordance with federal law and U.S. Department of Justice policy, this organization is prohibited from discriminating on the basis of race, color, national origin, religion, sex, age, or disability. To file a complaint of discrimination, write the Florida Department of Legal Affairs, Federal Discrimination Complaint Coordinator, PL-01 The Capitol, Tallahassee, Florida, 32399-1050, or call 850 -414-3300, or write Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, NW, Washington, DC 20531 or call 202-307-0690 (Voice) or 202-307-2027 (TDD/TYY) or https://www.ojp.gov/program/civil-rights/filing-civil-rights-complaint. Individuals who are hearing impaired or have speech disabilities may also contact OCR through the Federal Relay Service at 800-877-8339 (TTY), 877-877-8982 (Speech), or 800-845-6136 (Spanish).

D. Condensed Civil Rights Statement: The City of Holly Hill is an equal opportunity provider and employer.

E. The Provider is required to display the OAG's "Civil Rights Fact Sheet" at locations open to the public. The "Civil Rights Fact Sheet" will be made available to the Provider via the OAG E-Grants Management System.

ARTICLE 32. EMPLOYMENT

Attachment: Ashley Moody AG - Letter to COHH - VOCA Grant FY24-25 (4675 : 2024-2025 VOCA Agreement)

A. The employment of unauthorized aliens by the Provider is considered a violation of Title 8 section 274A(a) of the Immigration and Nationality Act. If the Provider knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement. Any services performed by any such unauthorized aliens will not be paid.

B. In accordance with section 448.095(2), Florida Statutes, the Provider must register with and use the U.S. Department of Homeland Security's E-Verify system: https://www.e-verify.gov/, to verify the work authorization status of all new employees hired to perform services specified in the Purchase Order. Subcontractors must also be registered in the E-Verify system and provide the Provider with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Provider will maintain a copy of such affidavit for the duration of the Agreement. The OAG may request documentation of compliance with this provision at any time during the Agreement term. The Agreement may be subject to termination for failure to comply with the requirements set forth in this Article, as specified in section 448.095(2)(a), Florida Statutes.

ARTICLE 33. NO THIRD-PARTY RIGHTS

This Agreement and the rights and obligations created by it are intended for the sole benefit of the OAG and the Provider. No third party to this Agreement, including the victims served by the Provider, have any rights under this Agreement. No third party may rely upon this Agreement, or the rights and representations created by it for any purpose.

ARTICLE 34. ADMINISTRATION OF AGREEMENT

A. All approvals referenced in this Agreement must be obtained from the parties' contract administrators or their designees. All notices must be given to the parties' contract administrators respectively.

B. The OAG's contract administrator is Christina F. Harris, Chief, Bureau of Advocacy and Grants Management.

C. The Provider's contract administrator will be provided at the time of execution.

D. The parties will provide each other with written notification of any change in its designated representative for this Agreement. Such changes do not require a formal written amendment to this Agreement.

ARTICLE 35. CONTROLLING LAW AND VENUE

This Agreement will be governed by the laws of the state of Florida. All litigation arising under this Agreement will be instituted in the appropriate state or federal court in Leon County, Florida.

ARTICLE 36. ANTI-HUMAN TRAFFICKING AFFIDAVIT

Pursuant to section 787.06(13), Florida Statutes, if the Provider is a non-governmental entity, the Provider must submit to the OAG within 5 business days from the date of Agreement execution, an affidavit signed by the Provider's officer or representative, under penalty of perjury, attesting that the Provider does not use coercion to obtain labor or services.

ARTICLE 37. ENTIRE AGREEMENT

This Agreement and the Provider's approved 2024-2025 grant application in the E-Grants Management System, embody the entire agreement of the parties. There are no provisions, terms, conditions, or obligations

Attachment: Ashley Moody AG - Letter to COHH - VOCA Grant FY24-25 (4675 : 2024-2025 VOCA Agreement)

other than those contained herein. This Agreement supersedes all previous communications, representations or agreements on this same subject, verbal or written, between the parties. There are no representations or statements that are relied upon by the parties that are not expressly set forth herein.

The Provider's signature below specifically acknowledges understanding of the fact that the privilege of obtaining a VOCA grant is not something this or any Provider is entitled to receive. This Agreement is for one-time funding only and will not exceed one federal fiscal year. There is absolutely no expectation or guarantee, implied or otherwise, the Provider will receive VOCA funding in the future. Each of the parties executing this Agreement have full authority to do so and have received all lawfully necessary approvals to enter into this Agreement.

Attachment: Ashley Moody AG - Letter to COHH - VOCA Grant FY24-25 (4675 : 2024-2025 VOCA Agreement)

IN WITNESS WHEREOF, the OFFICE OF THE ATTORNEY GENERAL and City of Holly Hill , have executed this agreement.

Joseph Forte
Authorizing Official

Joseph Forte
Print Name

Oct 15, 2024
Date

OAG Authorizing Official

John Guard
Print Name

Oct 15, 2024
Date

Authorizing Official*

Print Name

Date

Authorizing Official*

Print Name

Date

59-6000337
FEID# of Provider

Flair Code

* Provided for use if multiple signatures are required by your organization.

Attachment: Ashley Moody AG - Letter to COHH - VOCA Grant FY24-25 (4675 : 2024-2025 VOCA Agreement)

Office of the Attorney General
Grant Award Project Summary

Office of the Attorney General Division of Victim Services Bureau of Advocacy and Grants Management PL-01 The Capitol Tallahassee, Florida 32399-1050	**Office of the Attorney General Victims of Crime Act Grant**	**2024-2025**
Subrecipient Name and Address City of Holly Hill 1065 Ridgewood Avenue Holly Hill, Florida 32117-2807	OAG Grant Number VOCA-C-2024-Holly Hill Police Department-00192	
Subrecipient UEI Number ZK7ZUMNURSG6	Project Period: From 10/1/2024 To 9/30/2025	
Subrecipient IRS/Vendor/FEIN Number 59-6000337	Budget Period: From 10/1/2024 To 9/30/2025	
Project Title OVC FY 20 VOCA Victim Assistance Formula OVC FY 21 VOCA Victim Assistance Formula	Award Date 10/1/2024	Award is R&D (Y/N) No
Previous Award Amount $0.00	Amount of this Award $50,590.00	Total Award $50,590.00
Special Conditions The above grant project is approved to such conditions or limitations as are set forth in the Office of the Attorney General contract.		
Catalog of Domestic Federal Assistance (CFDA Number) 16.575 - Crime Victim Assistance		
Summary Description of Project This grant award provides funds from the Crime Victims Fund to enhance crime victim services in the State of Florida. Victims of Crime Act (VOCA) assistance funds are typically competitively awarded by the Office of the Attorney General to public agencies and/or local, not-for-profit organizations that provide direct services to crime victims.		
Federal Award Agency U.S. Department of Justice Office of Justice Programs Office for Victims of Crime	OVC Project Period, Award Date 2020-2021: From 10/1/2019 to 9/30/2025 2021-2022: From 10/1/2020 to 9/30/2025	
OVC Federal Award Number 2020-V2-GX-0052 - Awarded 9-17-2020 2021-15POVC-21-GG-00618-ASSI Awarded 09-16-2021	OVC Total Award to OAG $106,717,018 $66,670,292	
OAG Staff Contact Christina Harris, Bureau Chief (850) 414-3380	Bureau Contact contact.voca@myfloridalegal.com (850) 414-3380	
Signature, OAG Authorizing Official, Date Oct 15, 2024	Signature, Agency Executive Director, Date Joseph Forte Oct 15, 2024	

Attachment: Ashley Moody AG - Letter to COHH - VOCA Grant FY24-25 (4675 : 2024-2025 VOCA Agreement)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

MEETING DATE:	**November 12, 2024**
FROM:	**Brian Walker**
SUBJECT:	**SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Amending the Official Zoning Map to Designate the Property Described in Exhibit "A" from CC-1 (Commercial Corridor District) to Business Planned Unit Development (BPUD) (Business Planned Unit Development); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.**
NUMBER:	**2024-O-3079**
APPLICANT:	**Brian Walker**
PLANNER:	

INTRODUCTION:

Consider an Ordinance enacting a rezone from CC-1 (Commercial Corridor District) to BPUD (Business Planned Unit Development), for approximately 1.544 acres located north of Mason Avenue, east of Daytona Avenue and South of 1st Street, approximately 430 feet west of Beach Street. The property has a commercial future land use. (Cobb Cole, Applicant).

BACKGROUND:

The Applicant is requesting a rezone in order to develop a 40 foot tall, indoor, climate-controlled storage facility having a footprint of 33,262 square feet. The applicant has submitted renderings, as well as a preliminary plan and landscape plan. The overall project area consists of 12 parcels, two of which are developed with a building and parking area. The existing building will be demolished. The parcels will be combined into one parcel prior to site development.

Site Information

Size of Property: The property consists of approximately 1.544 acres.

Survey & Legal Description: (Exhibit A)

Parcel Identification Numbers: Per Property Appraiser. (**Exhibits B1 and B2**)

General Location: See Location Map **(Exhibit C**)

Frontage: The property has approximately 420 feet of frontage along Mason Ave and 1st Street, and 167 feet along Daytona Avenue.

Access: Vehicular access will be from Mason Avenue and 1st Street.

Aerial Photography: (**Exhibit D**)

Existing Development: Most of the property is vacant, however there is a 4,479 square foot building with parking area on the east end of the property.

Future Land Use Designation: The current FLU designation is Commercial. (**Exhibit E**)

Zoning: Current Zoning is CC-1 (Commercial Corridor), and the proposed is zoning is BPUD (Business Planned Unit Development). (**Exhibit F**)

Floodplain Impacts: Based on floodplain map analysis the property is not flood prone. (**Exhibit G**)

Wetland Impacts: Based on aerial photos and County wetland map analysis, there no wetlands on the subject property.

Buffers: Buffering will be provided as shown on the Preliminary Development Plan.

Zoning and Land Uses

For zoning districts and future land uses that surround the subject parcel, see the attached sheet labeled " **Land Use and Zoning Table**."

Consistency with the Comprehensive Plan

A review of the goals, objectives and policies of the comprehensive plan was conducted to determine if the proposed rezone is consistent with the comprehensive plan. Staff finds that the requested rezone is consistent with the City's Comprehensive Plan with particular emphasis on the following:

The uses proposed within this Business Planned Unit Development (BPUD) zoning classification are compatible with the General Commercial future land use designation as well as with existing adjacent land uses.

Policy FLU 1.1.2 - the ratio of building floor area (FAR) for the General Commercial Development future land use designation shall not exceed 1.95. The proposed development FAR is 1.48.

Objective 1.9 – The City shall promote urban infill development and redevelopment in areas where public facilities and services are available.

Policy 1.9.1 – The City shall promote and encourage infill development on previously bypassed, vacant properties and redevelopment of underutilized properties.

Objective 2.1 – Concurrency: The City shall approve development only where it demonstrates that the impacts of such development do not degrade the established level-of-service standards for public facilities and services below acceptable levels.

Appropriateness of the Requested Zoning Category

In reviewing the appropriateness of the requested BPUD zoning designation, the Board of Planning and Appeals and City Commission, must consider the 8 specific criteria listed in Sec.

82-372 of the Land Development Regulations. The applicant has reviewed the criteria and provided a narrative in the attachment labeled as Rezoning Requirements.

It is staff's opinion that the requested rezone from CC-1 to BPUD is justified and appropriate for the area.

STAFF RECOMMENDATION:

ADOPT THE ORDINANCE ENACTING A REZONE FROM CC-1 (COMMERCIAL CORRIDOR DISTRICT) TO BPUD (BUSINESS PLANNED UNIT DEVELOPMENT), AND APPROVE THE ASSOCIATED WRITTEN DEVELOPMENT AGREEMENT AND PRELIMINARY DEVELOPMENT AND LANDSCAPE PLAN, FOR APPROXIMATELY 1.544 ACRES LOCATED NORTH OF MASON AVENUE, EAST OF DAYTONA AVENUE AND SOUTH OF 1ST STREET, APPROXIMATELY 430 FEET WEST OF BEACH STREET, AS LEGALLY DESCRIBED IN EXHIBIT "A".

ATTACHMENTS:

- 148 Mason Avenue Trip Generation (PDF)
- Geotechnical Report (PDF)
- PUD application with parcel information sheets (PDF)
- Rezoning Requirements (PDF)
- Concept Plan (rev 8-23-2024) (PDF)
- Landscape Plan (rev 8-23-2024) (PDF)
- Renderings and Elevation (PDF)
- Land Use and Zoning Table (PDF)
- Development Agreement (PDF)
- Exhibit A - Legal & Survey (PDF)
- Exhibit B1 - Charlesdale Assoc, Inc(PDF)
- Exhibit B2 - KBL Property Investments, LLC (PDF)
- Exhibit C - Location Map (PDF)
- Exhibit D - Aerial Map (PDF)
- Exhibit E - FLU Designation (PDF)
- Exhibit F - Current and Proposed Zoning (PDF)
- Exhibit G - Flood Map (PDF)

HISTORY:

10/22/24 City Commission APPROVED AT 1ST READING
Next: 11/12/24

Mayor Via asked the City Commissioners if there was any ex parte communication with the applicants. There was none. Commissioner Penny stated that he met the applicant, Nika K. Hosseini, tonight for the first time here at the meeting.

Mark Watts, Cobb Cole, the applicant, and present was Nika K. Hosseini, also the applicant, and Steve Buswell from Parker Mynchenberg and Associates, engineer, came forward to speak about considering the Ordinance to enact a rezone from CC-1 (Commercial Corridor District) to BPUD (Business Planned Unit Development), for approximately 1.544 acres located north of Mason Avenue, east of Daytona Avenue and South of 1st Street, approximately 430 feet west of Beach Street as Mason Avenue Storage facility. Mr. Watts stated they are requesting a rezone in order to develop a 40 foot tall, indoor, climate-controlled storage facility having a footprint of 33,262 square feet. They have submitted renderings, as well as, a preliminary plan and landscape plan. The overall project area consists of 12 parcels, two of which are developed with a building and parking area. The existing building will be demolished. The parcels will be combined into one parcel prior to site development.

Mayor Via opened public participation. No one spoke.

Ordinance No. 2024-3079

SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY AMENDING THE OFFICIAL ZONING MAP TO DESIGNATE THE PROPERTY DESCRIBED IN EXHIBIT "A" FROM CC-1 (COMMERCIAL CORRIDOR DISTRICT) TO BUSINESS PLANNED UNIT DEVELOPMENT (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 AMENDING THE OFFICIAL ZONING MAP TO DESIGNATE THE PROPERTY DESCRIBED IN EXHIBIT A FROM CC-1 (COMMERCIAL CORRIDOR DISTRICT) TO BUSINESS PLANNED UNIT DEVELOPMENT (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 City Commission has determined that it is necessary to amend its Land Development Regulations as herein provided in order to more effectively implement its adopted comprehensive plan; and

WHEREAS, the City Commission has determined that the proposed amendment to the Land Development Regulations is consistent with 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 **Attachment A** as BPUD (Business Planned Unit Development) pursuant to the provisions contained in the attached Development Agreement, as **Attachment B** and incorporated in this Ordinance by reference.

SECTION 2. Development of the property described in Attachment A shall conform to the Land Development Regulations of Holly Hill.

SECTION 3. 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 4. That all ordinances made in conflict with this Ordinance are hereby repealed.

SECTION 5. That this Ordinance shall be posted at City Hall as required by law.

SECTION 6. This ordinance shall become effective upon approval and adoption by the City Commission of Holly Hill.

APPROVED AND AUTHENTICATED on this 12th day of NOVEMBER, 2024 for second and final reading.

ATTACHMENT A

LEGAL DESCRIPTION:

PARCEL A:

LOT 5, BRITTON'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 9, PAGE 143, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. LESS AND EXCEPT ANY PORTION LYING WITH THE STATE ROAD RIGHT OF WAY.

LOTS 4 AND 6, BRITTON SUBDIVISION, AS RECORDED IN PLAT AS RECORDED IN MAP BOOK 9, PAGE 143, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. LESS AND EXCEPT ANY PORTION LYING WITHIN THE STATE ROAD RIGHT OF WAY.

LOTS 7 AND 8, BRITTON SUBDIVISION, AS RECORDED IN PLAT AS RECORDED IN MAP BOOK 9 PAGE 143, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LOT 1, AND WESTERLY 24.9 FEET OF LOT 2, BLOCK A, SAULSBURY PLACE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 103, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LOT 2, EXCEPT THE EAST 25.3 FEET AND THE WEST 24.9 FEET BLOCK A, SAULSBURY PLACE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 103, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL B:

PARCEL 1:

LOT 6, EXCEPTING THE WESTERLY 9.0 FEET THEREOF AND EXCEPTING THE WESTERLY 30 FEET OF THE NORTHERLY 60.7 FEET THEREOF, SIMPSON SUBDIVISION AS PER MAP IN MAP BOOK 11, PAGE 131, AND EXCEPTING THAT PORTION DEEDED FOR STATE ROAD RIGHT OF WAY BEING MORE PARTICULARLY DESCRIBED IN WARRANTY DEED RECORDED OFFICIAL RECORDS BOOK 3899, PAGE 2533, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 2:

PART OF LOT ONE (1), SIMPSON'S SUBDIVISION, BEING A RESUBDIVISION OF A PORTION OF BLOCK THIRTY-SIX (36), MASON AND CARSWELL'S HOLLY HILL,

FLORIDA, AS PER MAP RECORDED IN MAP BOOK 11, PAGE 131, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF MASON AVENUE (60 FEET WIDE) AT THE DISTANCE OF 158.78 FEET MEASURED ALONG SAID RIGHT-OF-WAY LINE OF MASON AVENUE SOUTH 63 DEGREES 27 MINUTES 46 SECONDS WEST FROM THE SOUTHERLY END OF THE CURVED LINE WHICH CONNECTS THE NORTHERLY RIGHT-OF-WAY LINE OF MASON AVENUE WITH THE WESTERLY RIGHT-OF-WAY LINE OF NORTH BEACH STREET (ALSO KNOWN AS DIXIE HIGHWAY), SAID POINT OF BEGINNING ALSO BEING AT THE SOUTHWESTERLY CORNER OF PREMISES CONVEYED BY THE ATLANTIC REFINING COMPANY TO METROPOLITAN LIFE INSURANCE COMPANY, BY DEED DATED DECEMBER 15, 1952, AND RECORDED AMONG THE PUBLIC RECORDS OF VOLUSIA COUNTY, IN DEED BOOK 479, PAGE 202; FROM SAID POINT OF BEGINNING EXTENDING THENCE (1) ALONG SAID RIGHT-OF-WAY LINE OF MASON AVENUE, SOUTH 63 DEGREES 27 MINUTES 46 SECONDS WEST 138.88 FEET TO A POINT IN LINE OF OTHER LANDS CONVEYED BY THE ATLANTIC REFINING COMPANY TO R. C. WILLIAMS, THENCE (2) ALONG SAID OTHER LANDS CONVEYED BY THE ATLANTIC REFINING COMPANY TO R. C. WILLIAMS, NORTH 26 DEGREES 32 MINUTES 14 SECONDS WEST 197.67 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF RIVERSIDE PLACE; THENCE (3) ALONG SAID SOUTHERLY RIGHT-OF-WAY OF RIVERSIDE PLACE, NORTH 63 DEGREES 24 MINUTES EAST 138.87 FEET TO A POINT IN LINE OF OTHER LANDS OF THE ATLANTIC REFINING COMPANY; AND THENCE (4) PARTLY ALONG LINE OF OTHER LANDS OF THE ATLANTIC REFINING COMPANY AND PARTLY ALONG LINE OF LANDS OF METROPOLITAN LIFE INSURANCE COMPANY, SOUTH 26 DEGREES 32 MINUTES 14 SECONDS EAST 197.83 FEET TO THE PLACE OF BEGINNING.

ALSO, BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF MASON AVENUE (60 FEET WIDE) THE DISTANCE OF 297.66 FEET MEASURED ALONG SAID RIGHT-OF-WAY LINE OF MASON AVENUE SOUTH 63 DEGREES 27 MINUTES 46 SECONDS WEST FROM THE SOUTHERLY END OF THE CURVED LINE WHICH CONNECTS THE NORTHERLY RIGHT-OF-WAY LINE OF MASON AVENUE WITH THE WESTERLY RIGHT-OF-WAY LINE OF NORTH BEACH STREET (ALSO KNOWN AS DIXIE HIGHWAY), SAID POINT OF BEGINNING ALSO BEING AT THE SOUTHWESTERLY CORNER OF OTHER LANDS CONVEYED BY THE ATLANTIC REFINING COMPANY TO R. C. WILLIAMS; FROM SAID POINT OF BEGINNING EXTENDING THENCE (1) ALONG SAID RIGHT-OF-WAY LINE OF MASON AVENUE SOUTH 63 DEGREES 27 MINUTES 46 SECONDS WEST 150 FEET TO A POINT AT THE SOUTHWESTERLY CORNER OF SAID LOT NO. 1 OF "THE SIMPSON SUBDIVISION"; THENCE (2) ALONG THE WESTERLY LINE OF SAID LOT NO. 1 NORTH 26 DEGREES 30 MINUTES WEST 197.50 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF RIVERSIDE PLACE AT THE NORTHWESTERLY CORNER OF SAID LOT NO. 1, THENCE (3) ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF RIVERSIDE PLACE, NORTH 63 DEGREES 24 MINUTES EAST 149.87 FEET TO A POINT IN LINE OF SAID OTHER LANDS CONVEYED BY THE ATLANTIC REFINING COMPANY TO R. C.

WILLIAMS, AND THENCE (4) ALONG SAID LINE OF OTHER LANDS CONVEYED TO R. C. WILLIAMS SOUTH 26 DEGREES 32 MINUTES 14 SECONDS EAST 197.67 FEET TO THE PLACE OF BEGINNING.

EXCEPTING FROM THE ABOVE-DESCRIBED PARCEL, THAT PORTION DEEDED FOR STATE ROAD RIGHT-OF-WAY BEING MORE PARTICULARLY DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 3899. PAGE 2533, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL C:

PARCEL 1:

THE EASTERLY 25.3 FEET OF LOT TWO (2) AND THE WESTERLY 25 FEET OF LOT THREE (3), AS MEASURED ALONG FIRST STREET, BLOCK "A", SAULSBURY'S PLACE, A SUBDIVISION OF BLOCK 36, MASON AND CARSWELL'S HOLLY HILL, AS PER MAP THEREOF IN MAP BOOK 6, PAGE 103, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND

THE EAST 3/4 OF LOT 3, BLOCK "A", SAULSBURY PLACE, HOLLY HILL, AND INCLUDING WEST 30 FEET OF NORTH 60 FEET OF LOT 6, SIMPSON SUBDIVISION, BLOCK 36, MASON AND CARSWELL'S HOLLY HILL AS PER MAP THEREOF IN MAP BOOK 11, PAGE 131, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND

PARCEL 2:

LOT TWO (2), BRITTON SUBDIVISION, PER MAP IN MAP BOOK 9, PAGE 143, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND ALSO THE WESTERLY 9 FEET OF LOT ELEVEN (11), AND THE WESTERLY 9 FEET OF THE SOUTH 1/2 OF LOT TWELVE (12), BLOCK 36, MASON AND CARSWELL'S HOLLY HILL, PER MAP RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND LOT THREE (3), BRITTON'S SUBDIVISION OF THE SOUTH 1/2 OF LOT NINE (9), AND ALL OF LOT TEN (10), BLOCK 36, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP RECORDED IN BOOK 9, PAGE 143, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LESS AND EXCEPT THAT PORTION TAKEN BY ORDER OF TAKING RECORDED APRIL 25, 1994 IN OFFICIAL RECORDS BOOK 3914, PAGE 427, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

THAT PART OF LOTS 2 AND 3, BRITTON'S SUBDIVISION, AS RECORDED IN MAP BOOK 9, PAGE 143, AND LOT 6, THE SIMPSON SUBDIVISION, AS RECORDED IN MAP BOOK 11, PAGE 131, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA IN SECTION 37, TOWNSHIP 15 SOUTH, RANGE 33 EAST, DESCRIBED AS FOLLOWS:

COMMENCE AT THE 3" IRON PIPE MARKING THE NORTHWEST CORNER OF LOT 8, OF SAID BRITTON'S SUBDIVISION; THENCE SOUTH 25°20'46" EAST, ALONG THE EAST LINE OF DAYTONA AVENUE, 136.53 FEET TO THE SOUTHWEST CORNER OF LOT 6, OF SAID BRITTON'S SUBDIVISION; THENCE NORTH 64°29'54" EAST ALONG THE EXISTING NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 430, A DISTANCE OF 200.00 FEET TO THE SOUTHWEST CORNER OF LOT 3, OF SAID BRITTON'S SUBDIVISION FOR THE POINT OF BEGINNING; THENCE NORTH 25°20'46" WEST ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 37.71 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 7,685.56 FEET, AND A CHORD BEARING NORTH 63°13'46" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°21'14", A DISTANCE OF 47.47 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 11,414.38 FEET, AND A CHORD BEARING NORTH 63°16'40" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°15'32", A DISTANCE OF 51.56 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF THE WEST 9.00 FEET OF LOT 6, OF SAID THE SIMPSON SUBDIVISION; THENCE SOUTH 25°20'46" EAST ALONG SAID EAST LINE, 39.86 FEET TO THE EXISTING NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 430; THENCE SOUTH 64°29'54" WEST ALONG SAID EXISTING NORTHERLY RIGHT-OF-WAY LINE, 99.00 FEET, TO THE POINT OF BEGINNING.

148 MASON AVENUE

The City of Holly Hill
Volusia County, Florida

TRIP GENERATION REPORT

March 19, 2024

Prepared By:
Parker Mynchenberg and Associates, Inc.
Professional Engineers * Land Planners * Landscape Architects
1729 Ridgewood Avenue
Holly Hill, Florida 32117
386-677-6891

Attachment: 148 Mason Avenue Trip Generation (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

148 MASON AVENUE

The following calculations are based on the Institute of Transportation Engineers (ITE) 11th Edition
The trip generation for Mini - Warehouse (151).

Proposed Building Square Area = **32,500** **SF**
Proposed Building Square Area = **32.5** **/1000 SF**

T = # of Trips
X = 1,000 SF Gross Floor Area

Average Vehicle Trips Ends vs: Square Footage

Summary	
Weekday Daily =	47.13 tpd
Weekday A.M. Peak =	5.85 tph
Weekday P.M. Peak =	5.85 tpd
Saturday Daily =	57.53 tpd
Saturday Hourly =	5.53 tph
Sunday Daily =	48.75 tpd
Sunday Hourly =	6.50 tph

Weekday

Equation:	In	Out
T = average rate = 1.45	50%	50%
T = 47.13 tpd	23.56	23.56

Weekday: A.M. Peak Hour of Generator

Equation:	In	Out
T = average rate = 0.18	19%	81%
T = 5.85 tph	1.11	4.74

Weekday: P.M. Peak Hour of Generator

Equation:	In	Out
T = average rate = 0.18	64%	36%
T = 5.85 tph	3.74	2.11

Saturday

Equation:	In	Out
T = average rate = 1.77	50%	50%
T = 57.53 tpd	28.76	28.76

Saturday: Peak Hour of Generator

Equation:	In	Out
T = average rate = 0.17	54%	46%
T = 5.53 tph	2.98	2.54

Sunday

Equation:	In	Out
T = average rate = 1.5	50%	50%
T = 48.75 tpd	24.38	24.38

Sunday: Peak Hour of Generator

Equation:	In	Out
T = average rate = 0.2	49%	51%
T = 6.50 tph	3.19	3.32

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Land Use: 151
Mini-Warehouse

Description

A mini-warehouse is a building in which a number of storage units or vaults are rented for the storage of goods. They are typically referred to as “self-storage” facilities. Each unit is physically separated from other units, and access is usually provided through an overhead door or other common access point.

Additional Data

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in California, Colorado, Massachusetts, Minnesota, Nevada, New Jersey, Texas, and Utah.

Source Numbers

212, 403, 551, 568, 642, 708, 724, 850, 868, 876, 1024, 1035

Attachment: 148 Mason Avenue Trip Generation (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

Mini-Warehouse
(151)

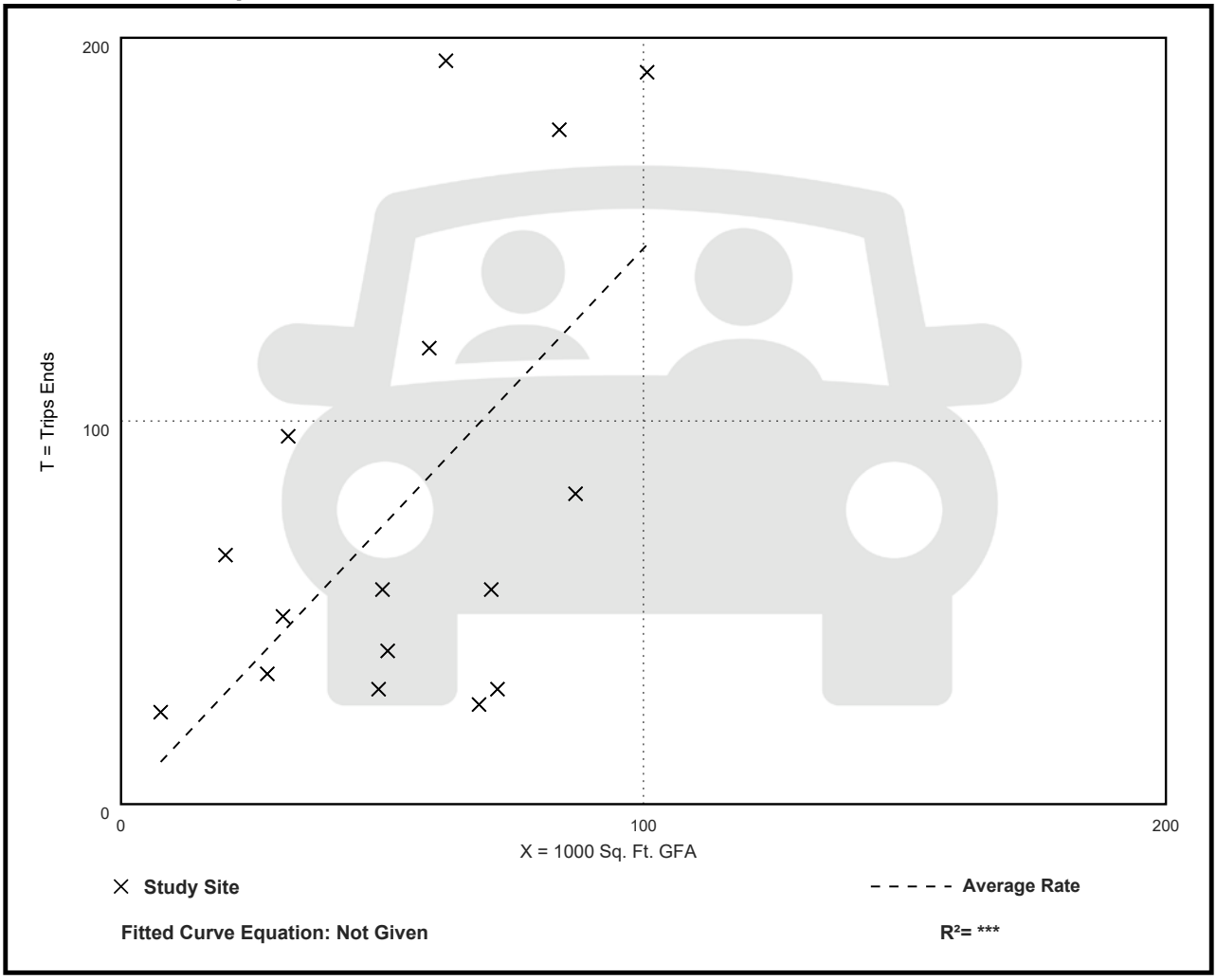
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 16
Avg. 1000 Sq. Ft. GFA: 55
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.45	0.38 - 3.25	0.92

Data Plot and Equation



Attachment: 148 Mason Avenue Trip Generation (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

Mini-Warehouse
(151)

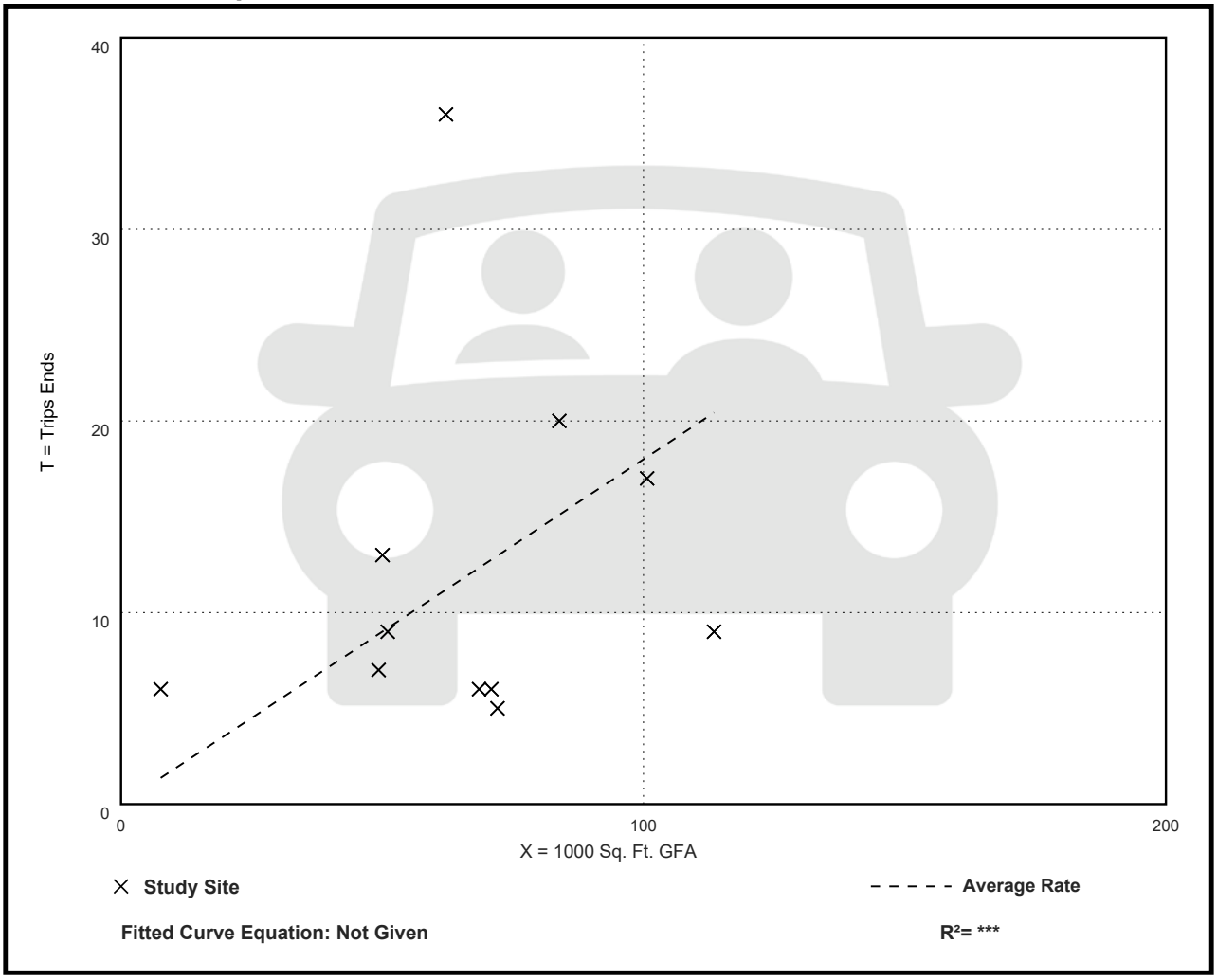
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
AM Peak Hour of Generator

Setting/Location: General Urban/Suburban
Number of Studies: 11
Avg. 1000 Sq. Ft. GFA: 66
Directional Distribution: 51% entering, 49% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.18	0.07 - 0.79	0.16

Data Plot and Equation



Attachment: 148 Mason Avenue Trip Generation (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

Mini-Warehouse
(151)

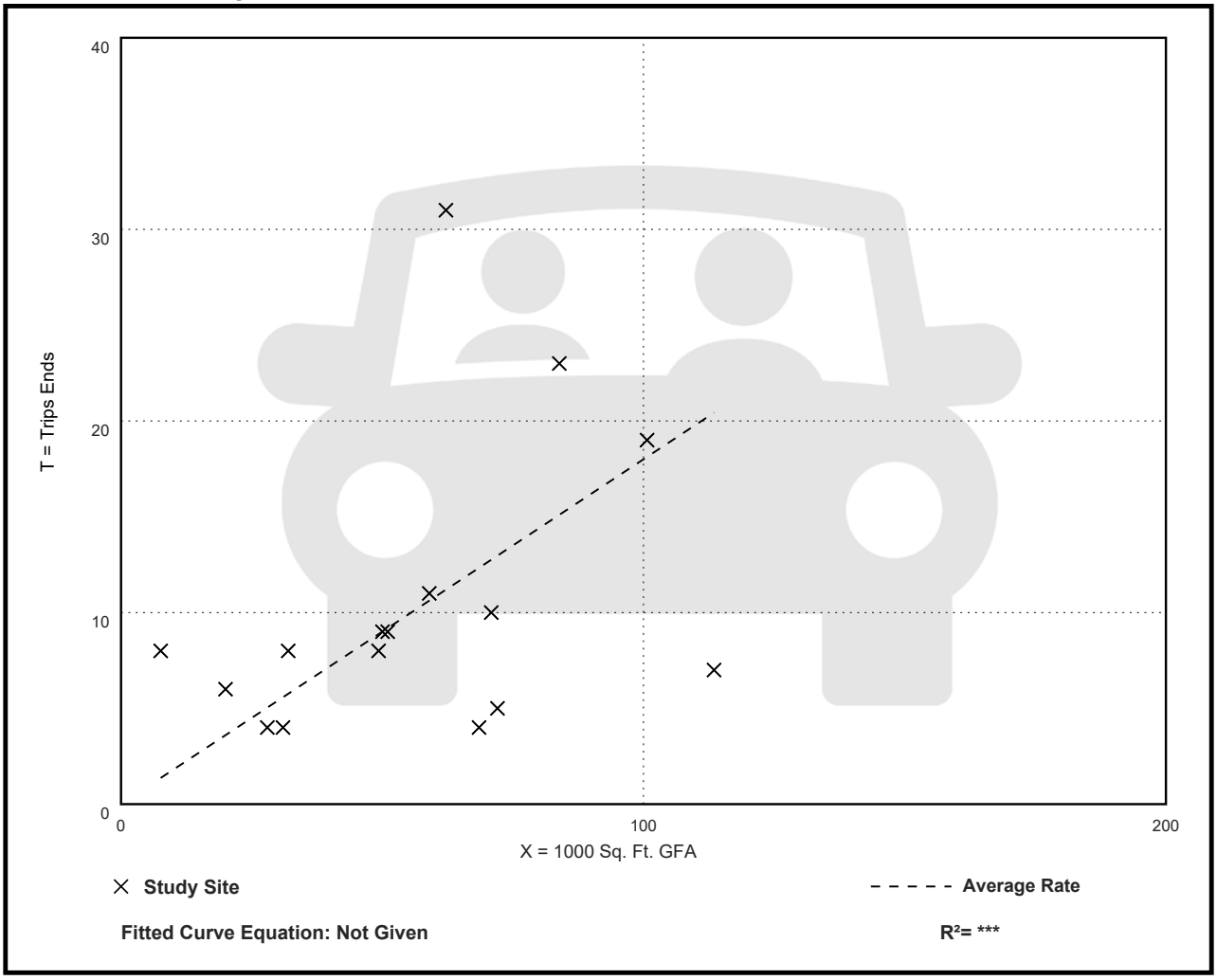
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
PM Peak Hour of Generator

Setting/Location: General Urban/Suburban
Number of Studies: 16
Avg. 1000 Sq. Ft. GFA: 56
Directional Distribution: 51% entering, 49% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.18	0.06 - 1.05	0.14

Data Plot and Equation



Attachment: 148 Mason Avenue Trip Generation (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

Mini-Warehouse
(151)

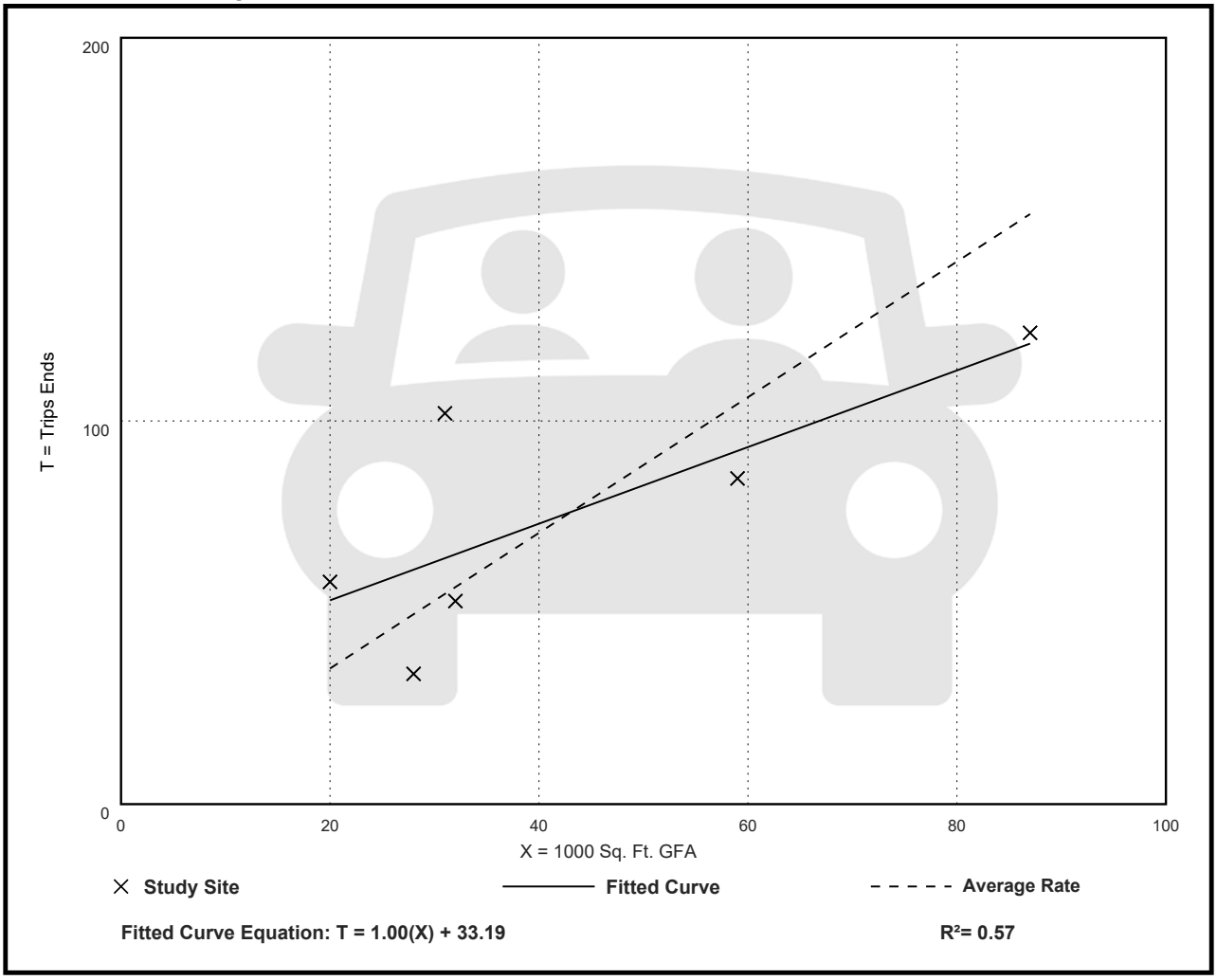
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Saturday

Setting/Location: General Urban/Suburban
Number of Studies: 6
Avg. 1000 Sq. Ft. GFA: 43
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.77	1.21 - 3.29	0.76

Data Plot and Equation



Fitted Curve Equation: T = 1.00(X) + 33.19

R^2= 0.57

Attachment: 148 Mason Avenue Trip Generation (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

Mini-Warehouse
(151)

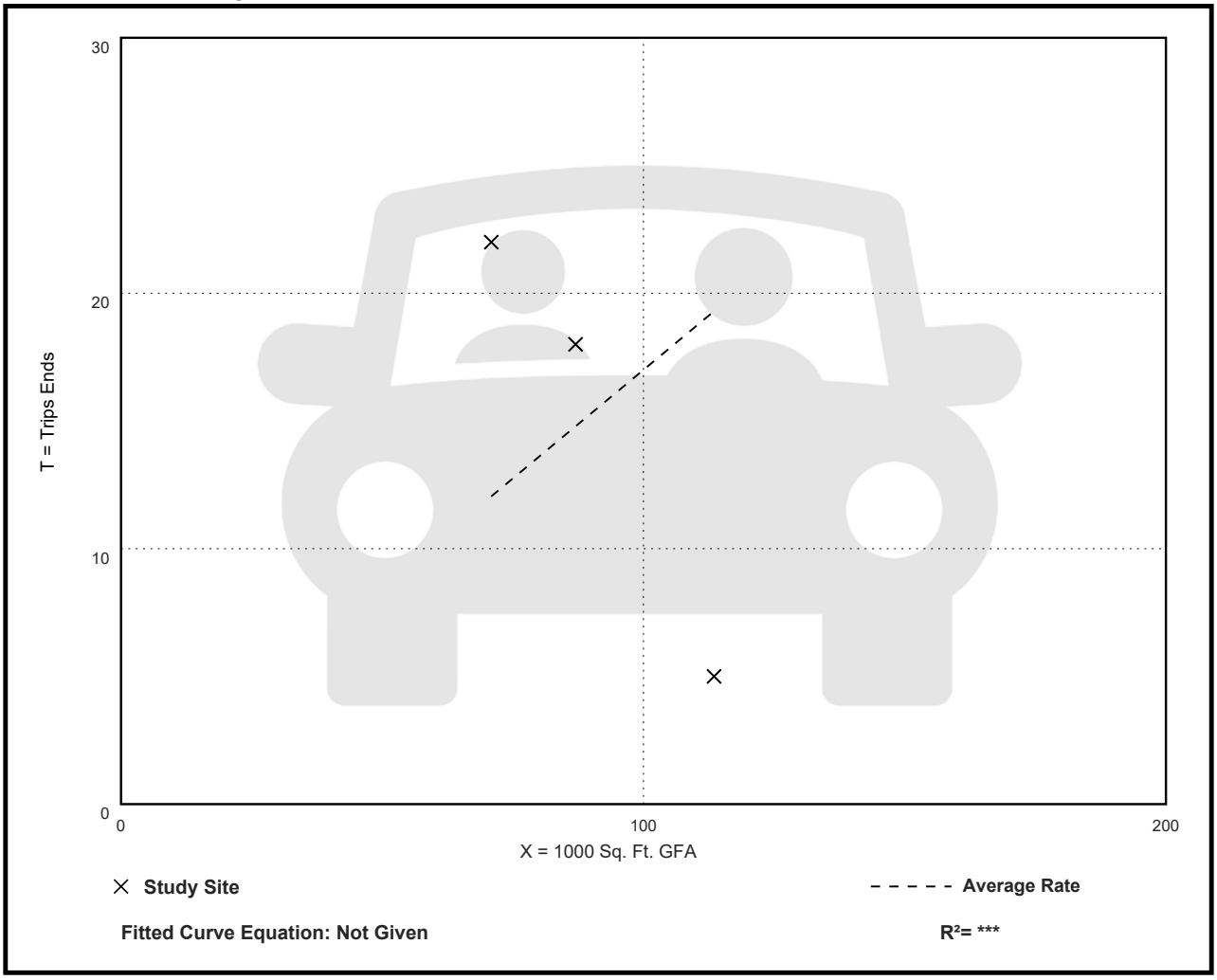
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Saturday, Peak Hour of Generator

Setting/Location: General Urban/Suburban
Number of Studies: 3
Avg. 1000 Sq. Ft. GFA: 90
Directional Distribution: 62% entering, 38% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.17	0.04 - 0.31	0.14

Data Plot and Equation



Attachment: 148 Mason Avenue Trip Generation (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

Mini-Warehouse
(151)

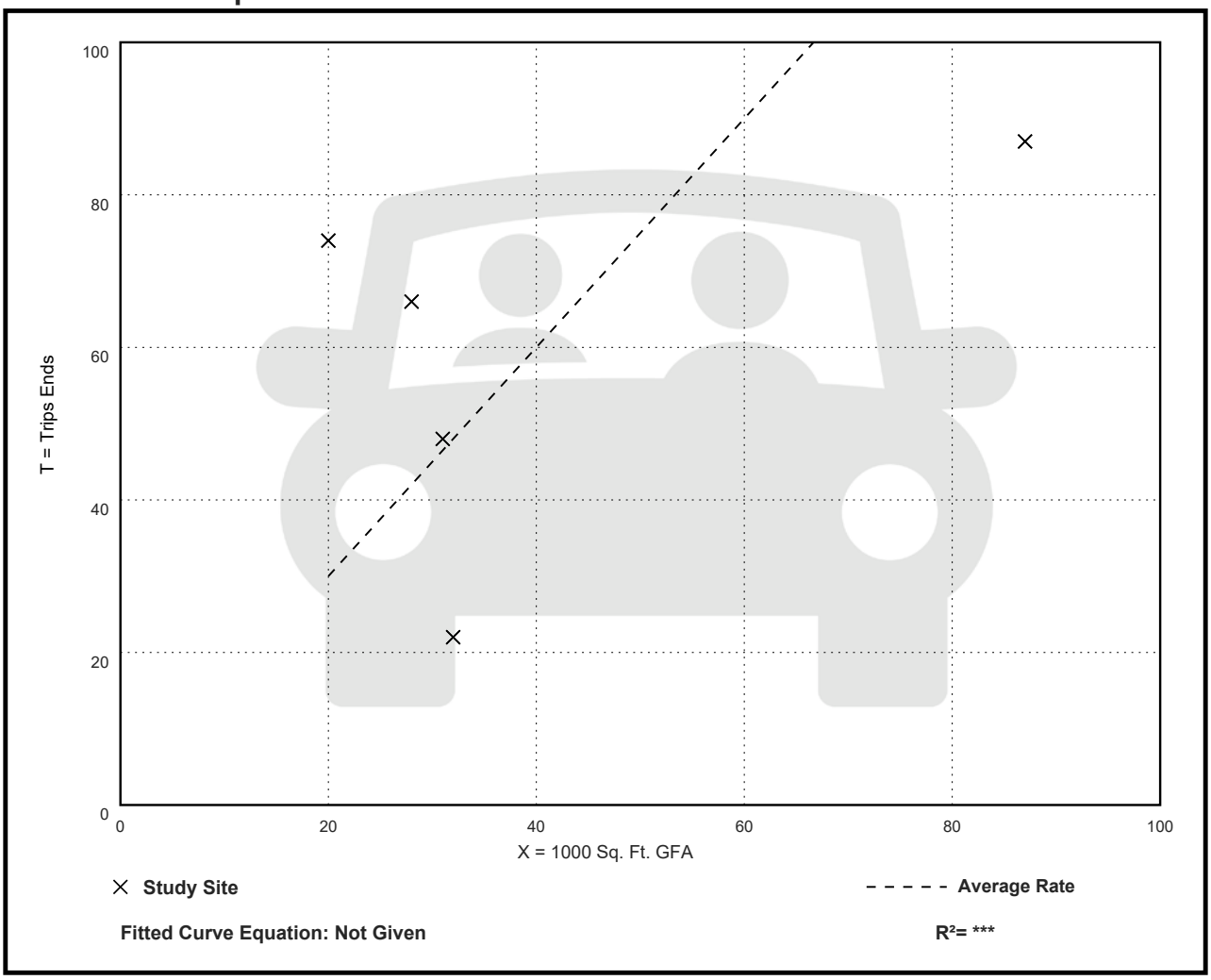
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Sunday

Setting/Location: General Urban/Suburban
Number of Studies: 5
Avg. 1000 Sq. Ft. GFA: 40
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.50	0.69 - 3.70	1.01

Data Plot and Equation



Attachment: 148 Mason Avenue Trip Generation (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

Mini-Warehouse
(151)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Sunday, Peak Hour of Generator

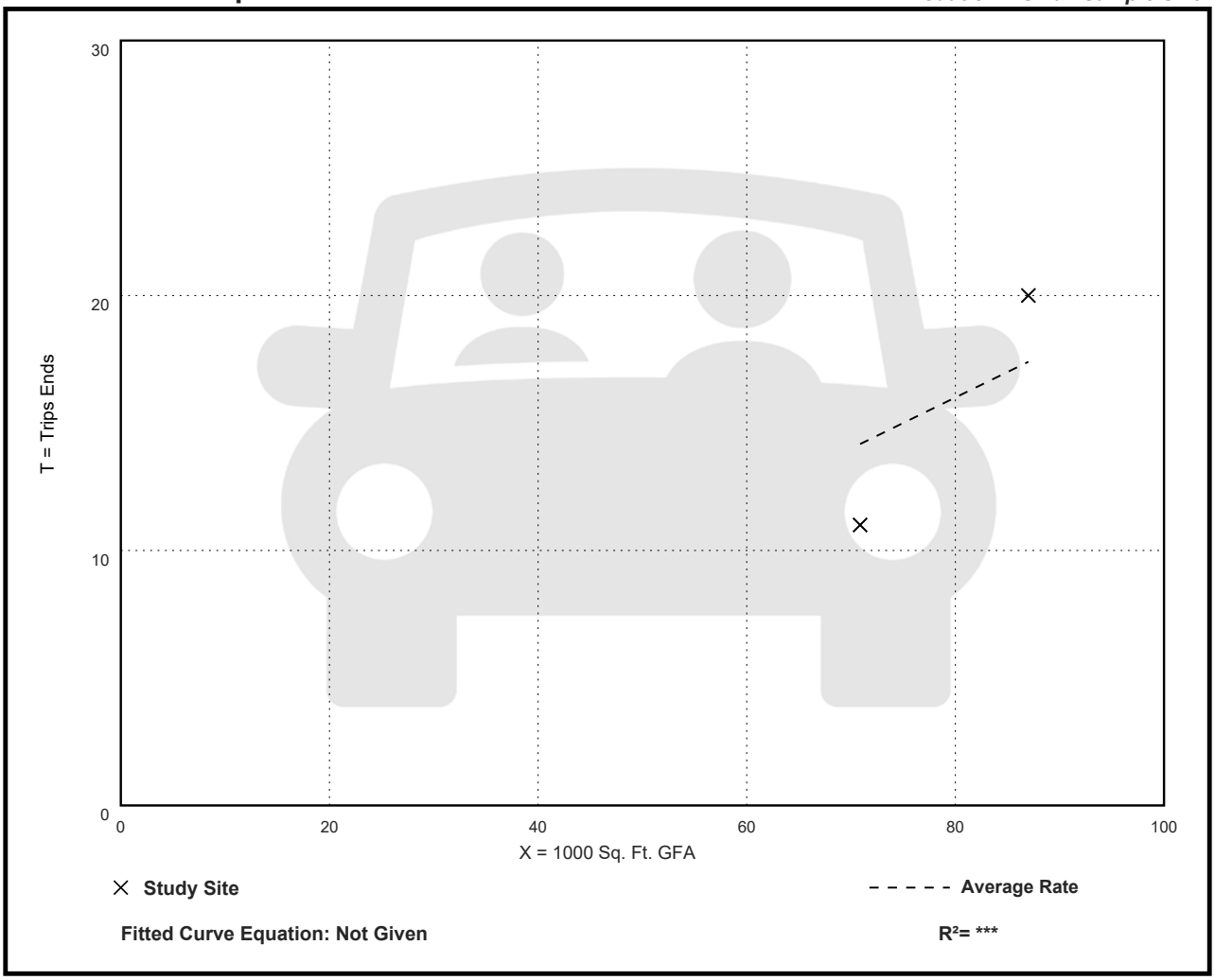
Setting/Location: General Urban/Suburban
Number of Studies: 2
Avg. 1000 Sq. Ft. GFA: 79
Directional Distribution: 45% entering, 55% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.20	0.16 - 0.23	***

Data Plot and Equation

Caution – Small Sample Size



Attachment: 148 Mason Avenue Trip Generation (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

ECS Florida, LLC

Geotechnical Engineering Report

TSS - Holly Hill

148 Mason Avenue
Holly Hill, Florida

ECS Project Number 56:1868

April 30, 2024

Attachment: Geotechnical Report (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

ECS FLORIDA, LLC
"One Firm. One Mission."
Geotechnical • Construction Materials • Environmental • Facilities

April 30, 2024

Mr. Jake French
Stein Investment Group
5607 Glenridge Drive, Suite 200
Atlanta, Georgia 30342

ECS Project No. 56:1868

Reference: Geotechnical Engineering Report
TSS - Holly Hill
148 Mason Avenue
Holly Hill, Florida

Dear Mr. French:

ECS Florida, LLC. (ECS) has completed the subsurface exploration, laboratory testing, and geotechnical engineering analyses for the above-referenced project. Our services were performed in general accordance with our agreed-to scope of work. This report presents our understanding of the geotechnical aspects of the project along with the results of the field exploration and laboratory testing conducted, and our foundation design and earthwork construction recommendations.

It has been our pleasure to be of service to **Stein Investment Group** during the design phase of this project. We would appreciate the opportunity to remain involved during the continuation of the design phase, and we would like to provide our services during construction phase operations as well to verify the assumptions of subsurface conditions made for this report. Should you have any questions concerning the information contained in this report, or if we can be of further assistance to you, please contact us.

Respectfully submitted,

ECS Florida, LLC

David W. Spangler, State of Florida
Professional Engineer, License No. 58770

This item has been digitally signed and sealed by David W. Spangler on the date indicated here.

Printed Copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

2024.04.30 11:01:43 -04'00'

Melkin Fructuoso, EI
Geotechnical Project Manager
MFructuoso@esclimited.com

David Spangler, P.E.
Chief Engineer
Registered Florida No 58770
DSpangler@ecslimited.com

Attachment: Geotechnical Report (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

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Appendix A – Drawings & Reports

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- Generalized Subsurface Profiles

Appendix B – Field Operations

- Reference Notes for Boring Logs
- Subsurface Exploration Procedure: Standard Penetration Testing (SPT) ASTM D1586
- Subsurface Exploration Procedure: Hand Auger Boring ASTM D1452
- Geotechnical SPT Boring Logs
- Hand Auger Logs

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- Laboratory Testing Summary

Attachment: Geotechnical Report (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

EXECUTIVE SUMMARY

This Executive Summary is intended as a very brief overview of the primary geotechnical conditions that are expected to affect design and construction of the proposed TSS - Holly Hill to be located at 148 Mason Avenue in Holly Hill, Florida. The proposed development consists of presumed three-story storage building with an approximate footprint of 32,500 square feet, proposed parking and entrance drives, and proposed stormwater management areas. Information gleaned from the Executive Summary should not be utilized in lieu of reading the entire geotechnical report. In summary, we assess the geotechnical conditions at the site to be as follows:

- Based on the results of our exploration, we consider the subsurface conditions at the site adaptable for support of the proposed structures on properly designed conventional shallow foundation systems with a maximum allowable net bearing pressure of 2,500 psf and 3,000 psf, for footings at embedment depths of 18 inches (wall footings) and 24 inches (column footings), respectively. Provided the site preparation and earthwork construction recommendations outlined in Section 5.0 of this report are performed, the parameters presented in Section 4.1 of this report may be used for foundation design.

- We consider the subsurface conditions at the site adaptable for support of flexible and rigid pavement sections when constructed on properly prepared subgrade soils as outlined in Section 5.0 of this report.

- Loose to very soils were encountered generally within the upper 4 to 6 feet of the soils during this exploration. Earthwork operations during the preparation of the building pad area and excavations of foundations will require continuous observation of yielding areas and a contingency should be included in the budget for isolated undercutting during proof roll operations. After completing the clearing and stripping operations and installing the temporary groundwater control measures (if required), the exposed surface should be compacted with a heavy vibratory roller a minimum static, at-drum weight, on the order of 8 tons to 10 tons. Dynamic cone penetrometer (DCP) soundings, performed by hand, should also be performed subsequent to the surface soil heavy compaction operations in the area of the building to confirm densification of the very loose soils within the upper 6 feet of the proposed finish floor elevation.

- At the Boring A-03 location, silty fine sand with many organic materials (designated SM/PT) was encountered within a depth range of approximately 3 to 5 feet below the ground surface. These are soils or materials potentially having or having greater than 8 percent organic materials by dry weight. Typically, we recommend complete removal of soils with many organic materials (greater than 8 percent) if encountered within structure or pavement areas of the site. Test pits are recommended at the location of Boring A-03 to determine the nature and vertical and lateral extent of soils with many organic materials, to determine if removal will be required, and the extent of such removals. Test pits should be performed under the oversight of the geotechnical engineer or the construction materials testing engineer of record for the project.

- The borings encountered groundwater at depths varying from 3.5 to 6.0 feet below the existing ground surface at the time of our exploration, with the normal seasonal high groundwater level (SHGWL) estimated from 2.5 to 5.0 feet below the ground surface; as shown on the boring logs in Appendix B. Temporary groundwater control will be necessary to compact subgrade soils where subgrade is within 2 feet of the groundwater level at the time of compaction.

Attachment: Geotechnical Report (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

- The fine sands (SP) and fine sands with silt (SP-SM) encountered at the stormwater pond locations and throughout the site can be used as structural fill. Silty and clayey fine sand (SM/SC) soils may also be used as structural fill where it is determined that these soils contain less than 20 percent fines. Silty and clayey fine sand soils with more than 20 percent fines are not recommended for use as structural fill but may be used as fill in non-structural areas.

- We recommend that ECS be provided the opportunity to review the foundation plans and earthwork specifications to verify that our recommendations have been properly interpreted and implemented. ECS should also be retained to perform the construction material testing and observations required for this project, to verify that our recommendations have been satisfied.

Attachment: Geotechnical Report (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

1.0 INTRODUCTION

The purpose of this study was to provide geotechnical information for the design of foundations, pavements and stormwater management (ponds) for the proposed TSS - Holly Hill to be located at 148 Mason Avenue in Holly Hill, Florida. The proposed development consists of a three-story storage building with an approximate footprint of 32,500 square feet, proposed parking and entrance drives, and proposed stormwater management areas.

Our services were provided in general accordance with the scope of services outlined in our Proposal No. 56:2181, dated March 19, 2024, which includes our Terms and Conditions of Service, as authorized on March 29, 2024.

This report includes the following items:

- A brief discussion of our understanding of the planned construction and imposed loading conditions.
- A presentation of the field and laboratory test procedures used, and the data obtained.
- A presentation of the existing on-site conditions, such as topography, surface vegetation, etc. as they relate to the planned construction.
- A presentation of the encountered subsurface conditions, including subsurface profiles and measured groundwater levels, estimated normal seasonal high groundwater levels, and estimated geotechnical engineering properties (as necessary).
- A geotechnical engineering evaluation of the site and subsurface conditions with respect to the planned construction.
- Recommendations for foundation design parameters, including our estimate of the performance of the foundation system.
- Recommendations for on-site flexible and rigid pavement design.
- Recommendations for the proposed stormwater management pond construction, including the results of laboratory falling head permeability testing (measured mean permeability and estimated horizontal and vertical permeability rates, Km, Kh and Kv, respectively).
- Recommendations for site clearing, subgrade preparation and fill placement / earthwork requirements.
- Recommendations for additional testing and/or consultation that might be required to complete the geotechnical assessment and related engineering for this project.

Attachment: Geotechnical Report (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

2.0 PROJECT INFORMATION

2.1 PROJECT LOCATION/CURRENT SITE USE

The project site is located at 148 Mason Avenue in Holly Hill, Florida. The site was bordered to the north by 1st Street followed by a vacant lot and single-family residential development, to the west by Daytona Avenue followed by a gas station and single-family residential development, to the east by Shirley Heyman Park including a pond followed by N Beach Street, and to the south by Mason Avenue followed by single-family residential development. A figure showing the general site location is provided below, and on Figure 1 in Appendix A.

Site Location

At the time of our exploration, the site was developed with a transmission shop with associated paved parking and drives to the east and covered of grass and some trees to the west. ECS was not provided a site topographic survey at the time of this report. Based on topographic information from the USGS Topographic Map of the site area, the estimated site elevations ranged between approximately El. 4 to El. 12. These elevation estimates are approximate and are not based on a site-specific survey; they should not be used in project design.

2.2 PAST SITE HISTORY/USES

ECS has reviewed aerial photographs of the subject site on Google Earth and Historic Aerials (NETR Online). The aerial photographs reviewed were dated 1985, 1995, 1999, 2004 to 201, 2014 to 2019 and 2021 to 2023. From 1985 to 1995, aerial photographs showed the site consisted of some trees and a transmission shop with associated parking and paved driveways, and surrounded by single-family homes. In 1995, aerial photograph showed a detention pond to the east of the site. In 2010 aerial photograph showed a cleared and leveled vacant lot to the north of the site. Site conditions did not appear to change significantly since 2010, and conditions appeared to be approximately as they existed at the time of this exploration.

2.3 SOIL SURVEY MAPPING

Based on the Web Soil Survey for Volusia County, Florida, as prepared by the U.S. Department of Agriculture Natural Resource Conservation Service (USDA-NRCS), the predominant soil type existing

Attachment: Geotechnical Report (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

within the site area and beyond the site boundaries is described in the following table. The site area is illustrated superimposed on the USDA-NRCS Soil Survey Map included as the following figure.

Web Soil Survey Data

Soil Type	Constituents	Drainage Class	Water Table
6—Astatula-Urban land complex, 0 to 8 percent slopes	Fine and	Excessively drained	More than 80 inches
71—Urban land, 0 to 2 percent slopes	N/A	N/A	N/A

Soil mapping of the site vicinity including soil type and number are presented in the following figure, obtained from the USDA Web Soil site.

Site Soil Survey

2.4 PROPOSED CONSTRUCTION

Based on email correspondence with Mr. Jake French at Stein Investment Group and the provided Concept Plan Site dated March 25, 2024, we understand that a proposed storage building development is proposed at 148 Mason Avenue in Holly Hill, Florida. The proposed development consists of presumed three-story storage building with an approximate footprint of 32,500 square feet, proposed parking and entrance drives, and proposed stormwater management areas. Details of the building construction were not provided at the time of this report. We assume that building construction will comprise masonry and wood-frame construction with a concrete slab-on-grade lower floor. Based on our experience with similar projects, maximum wall and column loads are expected to not exceed 10 kips per linear foot and 200 kips, respectively. Based on the provided information, the wet pond located to the east of the site is proposed to be expanded to the west.

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3.0 FIELD EXPLORATION AND LABORATORY TESTING

Our scope of exploration work included drilling six (6) Standard Penetration Test (SPT) Borings to a depth of 25 feet below the ground surface for the proposed commercial building, two (2) SPT Borings to a depth of 15 feet below the ground surface for the proposed stormwater management (pond), and three (3) SPT Borings to a depth of 6 feet below the ground surface for the proposed pavement areas for parking and drives. Our borings were located with a handheld GPS unit and their approximate locations are shown on the Boring Location Diagram (Figures 2 and 3) in Appendix A. Our exploration procedures are explained in greater detail in Appendix B, including the inserts titled Reference Notes for Boring Logs and Subsurface Exploration Procedure: Standard Penetration Testing (SPT) ASTM D1586.

3.1 SUBSURFACE CHARACTERIZATION

The subsurface conditions encountered were generally consistent with published geological mapping. The following sections provide generalized characterizations of the soil strata. Please refer to the boring logs in Appendix B for detailed subsurface conditions.

Subsurface Stratigraphy of Building SPT Borings

Approximate Depth Range (ft)	Stratum	Description	Ranges of SPT[(1)] N-values (bpf)
0 to 0.58	N/A	Topsoil [6.00”] **As an exception, Asphalt concrete and Limerock Base, were encountered at the Boring B-05 location, approximately within the depth range of 1 to 6 inches, respectively, below the ground surface.**	N/A
0.5 to 25 [(2)]	I	Very Loose to Dense Fine Sand (SP) and Fine Sand with Silt (SP-SM), some to significant Shells.	2-42

Notes: (1) Standard Penetration Test
(2) Termination depth of borings

Subsurface Stratigraphy of Pond SPT Borings

Approximate Depth Range (ft)	Stratum	Description	Ranges of SPT[(1)] N-values (bpf)
0 to 0.5	N/A	Topsoil [6.00”]	N/A
0.5 to 15 [(2)]	I	Loose to Medium Dense Fine Sand (SP) and Fine Sand with Silt (SP-SM).	6-16

Notes: (1) Standard Penetration Test
(2) Termination depth of borings

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Subsurface Stratigraphy of Pavement Auger Borings

Approximate Depth Range (ft)	Stratum	Description
0 to 0.5	N/A	Topsoil [6.00"]
0.5 to 6 (1)	I	Fine Sand (SP), Fine Sand with Silty (SP-SM) and Silty Fine Sand (SM) **As an exception, Silty Fine Sand (SM/PT) with many organic materials (greater than 8%), was encountered at the Boring A-03 location, approximately within the depth range of 3 to 5 feet below the ground surface.**

Notes: (1) Termination depth of borings

3.2 GROUNDWATER OBSERVATIONS

3.2.1 Encountered Groundwater

Groundwater levels were measured during our field exploration and are presented in our boring logs in Appendix B. Groundwater depths estimated at the time of drilling were approximately 3.5 to 6.0 feet below the ground surface. Variations in the long-term water table may occur as a result of changes in precipitation, evaporation, surface water runoff, construction activities, and other factors.

3.2.2 Estimated Normal Seasonal High Groundwater

The normal seasonal high groundwater level is affected by a number of factors. The drainage characteristics of the soils, land surface elevation, relief points such as drainage ditches, lakes, rivers, swamp areas, etc., and distance to relief points are some of the more important factors influencing the seasonal high groundwater level.

Based on the estimated groundwater levels at the site and our interpretation of the site conditions, including the boring logs and Web Soil Survey, we estimate the normal seasonal high groundwater level (SHGWL) to be approximately 1.0 foot higher than the levels estimated at the time of drilling; approximately at 2.5 to 5.0 feet below the ground surface, as shown on the attached Boring Logs. It is possible that groundwater levels may exceed the estimated normal seasonal high groundwater level as a result of significant or prolonged rains.

3.3 LABORATORY TESTING

Each sample was visually classified on the basis of texture and plasticity in accordance with ASTM D2487 Standard Practice for Classification for Engineering Purposes (Unified Soil Classification System (USCS)) and ASTM D2488 Standard Practice for Description and Identification of Soils (Visual-Manual Procedures) and including USCS classification symbols. After classification, the samples were grouped in the major zones noted on the boring logs in Appendix B. The group symbols for each soil type are indicated in parentheses along with the soil descriptions. The stratification lines between strata on the logs are approximate; in situ, the transitions may be gradual.

The laboratory testing consisted of selected tests performed on samples obtained during our field exploration. Classification and index property tests were performed on representative soil samples and included percent fines (ASTM D1140), moisture content (ASTM D2216), organic material

Attachment: Geotechnical Report (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

content (ASTM D2974), and falling head permeability (ASTM D5084) tests. Percent fines and moisture content test results are included on the boring logs in Appendix B; all laboratory tests, except the permeability test, are also summarized in Appendix C on the Laboratory Testing Summary sheet. The permeability test results are presented in Section 4.4.

4.0 DESIGN RECOMMENDATIONS

4.1 FOUNDATIONS

The recommendations presented in this report are based on the project information provided to us, the results of the soil test borings, laboratory testing, and the engineering analyses. Considering the results of our field exploration and our experience with similar projects, it is our professional opinion the existing on-site sandy soils at the project site are considered to be suitable for the proposed development, provided that the subgrade soils have been properly prepared, as described in this report, and approved by the Geotechnical Engineer or their authorized representative.

Very loose to loose sandy soils were encountered in the upper 4 to 6 feet below the existing ground surface at several boring locations within the proposed building footprint. A heavy vibratory roller should be used to compact the surface soils in the area of the building footprints. Dynamic cone penetrometer (DCP) soundings, performed by hand, should also be performed subsequent to the surface soil heavy compaction operations to confirm densification of the very loose soils within the upper 6 feet of the finished floor elevations.

Provided subgrades and structural fills are prepared as recommended in this report, the proposed structures can be supported by shallow foundations including column footings and continuous wall footings. We recommend the foundation design use the following parameters:

Buildings Foundation Parameters

Design Parameter	Column Footing	Wall Footing
Minimum Width	24 inches	18 inches
Minimum Footing Embedment Depth (below slab or finished grade)	24 inches	18 inches
Estimated Maximum Total Settlement[1]	1 inch	1 inch
Estimated Maximum Differential Settlement[2]	½ inch between columns	Less than ½ inch over 50 feet
Net Allowable Bearing Pressure[3]	2,500 psf at 18 inches embedment 3,000 psf at 24 inches embedment	
Acceptable Bearing Soil Material	Compacted Subgrade/Engineered Fill	

1. Based on estimated structural loads. If final loads are different, ECS must be contacted to update foundation recommendations and settlement calculations.
2. Based on maximum column/wall loads and variability in borings. Differential settlement can be re-evaluated once the foundation plans are more complete.
3. Net allowable bearing pressure is the applied pressure in excess of the surrounding overburden soils above the base of the foundation.

Depending on the final floor elevations of the buildings, we anticipate that the soils at the foundation bearing elevation are anticipated to be adaptable for support of the proposed structures, after subgrade preparation in accordance with Section 5.0 of this report. The bearing level soils, after compaction, should exhibit densities equivalent to 95 percent of the modified

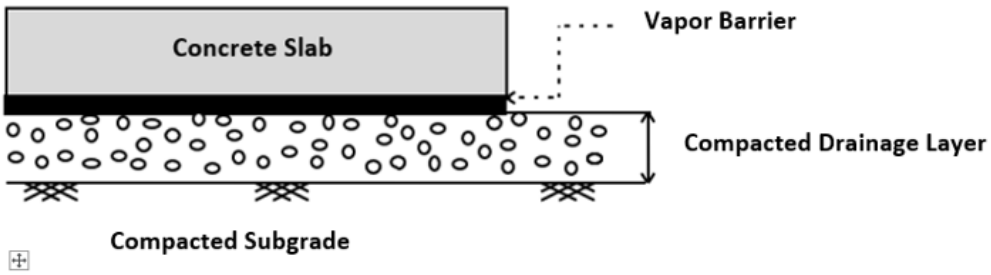
Attachment: Geotechnical Report (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

Proctor maximum dry density (ASTM D1557) to a depth of at least one foot below foundation bearing levels.

For turn down slabs and interior wall footings the minimum width should also be 18 inches, however the sloped transition portion of the turn-down may be included when determining the footing width. Even though the maximum allowable soil bearing pressure may not be achieved, these width recommendations should control the size of the foundations.

4.2 SLABS ON GRADE

The floor slabs can be constructed as a slab-on-ground, provided the site is prepared as outlined in Section 5.0. A minimum clearance of 2 feet is recommended between the estimated normal SHGWL and the bottom of the floor slabs. It is recommended the floor slab bearing soils be covered with an impervious membrane to reduce moisture entry and floor dampness. A 6-mil thick plastic membrane is commonly used for this purpose. Care should be exercised not to tear large sections of the membrane during placement of reinforcing steel and concrete. Due to the potential for a damp slab condition to develop as a result of the shallow groundwater, we recommend a minimum of 6 inches of drainage material directly beneath the floor slab and plastic membrane, as shown in Figure 4.2.1; note that this material may consist of the on-site fine sand (SP) soils or other approved imported fill. Consideration should also be given to not use moisture sensitive floor coverings.



1. Drainage Layer Thickness – 6 inches minimum
2. Drainage Layer Material – SAND (SP, SW), GRAVEL (GP, GW)

Figure 4.2.1. Granular Capillary Break/Drainage Layer

4.3 PAVEMENTS

Based on the results of our exploration, we consider the subsurface conditions at the site adaptable for support of a flexible or rigid pavement section when constructed on properly prepared subgrade soils as outlined in Section 5.0 of this report. Typical pavement sections used in northeast Florida are presented in the following sections. If requested, we can prepare a project-specific pavement design if specific traffic data is provided.

4.3.1 Flexible Pavement Recommendations

TYPICAL FLEXIBLE PAVEMENT SECTIONS		
MATERIAL	**LIGHT DUTY**	**HEAVY DUTY**
Asphaltic Concrete Surface Course (SP-9.5 or Type S)	1.5 inches	2 inches
Limerock Base	6 inches	8 inches
Stabilized Subgrade	12 inches	12 inches

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Base and Subgrade: The limerock base course should have a minimum Limerock Bearing Ratio (LBR) of 100 and should be compacted to 98 percent of the modified Proctor maximum dry density (ASTM D1557) value. The subgrade material should have a minimum LBR of 40 and be compacted to 98 percent of the modified Proctor maximum dry density (ASTM D1557) value.

Underdrains: Satisfactory pavement life is dependent on dry/strong pavement support provided by the base and subgrade courses. Accordingly, a minimum clearance of 2 feet must be maintained between the normal SHGWL and the bottom of the limerock base layer. In some areas of the site, elevating fill will be required to achieve this separation. Depending on final pavement grades, FDOT Type I or II underdrains may be required to maintain dry base and subgrade materials where this separation cannot be achieved.

4.3.2 Rigid Pavement Recommendations

Our recommendations for slab thickness for standard duty and heavy-duty concrete pavements are based on the following:

a) subgrade soils densified to 98 percent of the modified Proctor maximum dry density (ASTM D1557),

b) modulus of subgrade reaction (k) equal to 200 pounds per cubic inch, and

c) a 20-year design life.

TYPICAL RIGID PAVEMENT SECTIONS		
	LIGHT DUTY	**HEAVY DUTY**
Minimum Concrete Thickness	5 inches	6 inches
Maximum Control Joint Spacing	10 feet x 10 feet	12 feet x 12 feet
Recommended Sawcut Depth	1¼ inches	1½ inches

We recommend using concrete with a minimum 28-day compressive strength of 4,000 psi and a minimum 28-day flexural strength (modulus of rupture) of at least 600 pounds per square inch, based on 3rd point loading of concrete beam test samples. Layout of the sawcut control joints should form square panels. The joints should be sawed within six hours of concrete placement or as soon as the concrete has developed sufficient strength to support workers and equipment. We recommend allowing ECS to review and comment on the final concrete pavement design, including section and joint details (type of joints, joint spacing, etc.), prior to the start of construction.

For further details on concrete pavement construction, please reference the “Guide to Jointing on Non-Reinforced Concrete Pavements” published by the Florida Concrete and Products Associates, Inc., and “Building Quality Concrete Parking Areas”, published by the Portland Cement Association.

4.4 STORMWATER MANAGEMENT POND

4.4.1 Soil Permeability Rates

For the stormwater management pond, laboratory testing included soil permeability tests on remolded samples collected at the time of drilling from Boring P-01 and P-02, and the results of these tests are presented in the following table.

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Laboratory Permeability Results

Test Location	Test Depth (feet)	Soil Type	Measured Mean Permeability (ft/day) K_m	Estimated Horizontal Permeability (ft/day) K_h	Estimated Vertical Permeability (ft/day) K_v
P-01	4 to 6	SP-SM	1.3	1.3	1.3
P-02	4 to 6	SP-SM	3.5	3.5	3.5

The measured permeability rates presented from the field and laboratory tests should not be construed to represent the actual pond exfiltration rates. For pond design calculations, we recommend an appropriate factor of safety be applied to the above permeability values; typically a factor of safety of 2.0 is recommended.

4.4.2 Pond Excavation Borrow Suitability

Based on the boring results and classification of the soil samples, the fine sands (SP) and fine sands with silt (SP-SM) encountered at the stormwater pond locations can be used as structural fill. If soils to be excavated from within the proposed pond areas are in close proximity to or below the groundwater level, they may have moisture contents in excess of the modified Proctor optimum moisture content. In this case, these soils will require stockpiling or spreading to drain the excess moisture. Wet soils should be dried to bring the soil moisture content within ±2 percent of the soil's optimum moisture content to facilitate placement and compaction. Dewatering also may be used to drain the soils excess moisture in advance of borrow pond area excavation; however, this would lower the water level within the existing wet pond. Clayey fine sand (SC) soils may also be used as structural fill where it is determined that these soils contain less than 20 percent fines. Clayey fine sand soils with more than 20 percent fines are not recommended for use as structural fill but may be used as fill in non-structural areas.

5.0 SITE CONSTRUCTION RECOMMENDATIONS

5.1 SUBGRADE PREPARATION

5.1.1 Stripping and Grubbing

The existing structures and structural debris, including subsurface foundations and abandoned utilities and pavements should be completely removed from the site. The "footprint" of the proposed buildings, plus a minimum additional margin of 5 feet, and of the hardscape areas (parking/driveway) plus a minimum additional margin of 3 feet, should be stripped of all existing surface vegetation, stumps, organic topsoil, or other deleterious materials (including structural debris). During grubbing operations, roots with a diameter greater than 0.5-inch, stumps, small roots in a concentrated state or other organic soils with higher than 8 percent organic materials content, should be grubbed and completely removed; organic soils may be used in non-structural areas.

5.1.2 Over-Excavation of Organic Soils

At the Boring A-03 location, silty fine sand with many organic materials (designated SM/PT) were encountered within a depth range of approximately 3 to 5 feet below the ground surface. These are soils or materials potentially having or having greater than 8 percent organic materials by dry weight. Typically, we recommend complete removal of soils with many organic materials (greater than 8 percent) if encountered within structure or pavement areas of the site. Test pits are

Attachment: Geotechnical Report (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

recommended at the location of Boring A-03 to determine the nature and vertical and lateral extent of soils with many organic materials, to determine if removal will be required, and the extent of such removals. Test pits should be performed under the oversight of the geotechnical engineer or the construction materials testing engineer of record for the project.

5.1.3 Proof Rolling

Following removal of any unsuitable materials and prior to fill placement or other construction on subgrades, subgrades should be evaluated by an ECS field technician by proof rolling. The exposed subgrade should be thoroughly proof rolled with construction equipment having a minimum axle load of 20 tons [e.g., fully loaded tandem-axle dump truck]. Proof rolling should be traversed in two perpendicular directions with overlapping passes of the vehicle under the observation of an ECS technician. This procedure is intended to assist in identifying any localized yielding materials.

Where proof rolling identifies areas that are unstable or "pumping" subgrade those areas should be repaired prior to the placement of any subsequent Structural Fill or other construction materials. Methods of stabilization include undercutting or moisture conditioning. The situation should be discussed with ECS to determine the appropriate procedure. Test pits may be excavated to explore the shallow subsurface materials to help in determining the cause of the observed unstable materials, and to assist in the evaluation of appropriate remedial actions to stabilize the subgrade.

5.1.4 Temporary Groundwater Control

We recommend that temporary groundwater control measures be implemented where the groundwater table is within a depth of 2 feet below the excavated subgrade bottom at the time of compaction operations. Dewatering methods should be determined by the contractor. We recommend the groundwater control measures remain in place until compaction of the existing soils is completed. The dewatering method should be maintained until backfilling has reached a height of 2 feet above the subgrade level at the time of construction. The site should be graded to direct surface water runoff from the construction area.

Note that discharge of produced groundwater to surface waters of the state from dewatering operations or other site activities is regulated and requires a permit from the State of Florida Department of Environmental Protection (FDEP). This permit is termed a Generic Permit for the Discharge of Produced Groundwater From Any Non-Contaminated Site Activity. If discharge of produced groundwater is anticipated, we recommend sampling and testing of the groundwater early in the site design phase to prevent project delays during construction. ECS can provide the sampling, testing, and professional consulting required to evaluate compliance with the regulations.

5.1.5 Subgrade Compaction

After completing the clearing and stripping, installing the temporary groundwater control measures, unsuitable (organic or other) materials removals (where required) and proof rolling operations, the exposed surface should be compacted with a heavy vibratory roller having a minimum static, at-drum weight on the order of 10 tons to compact disturbed or very loose to loose soils near subgrade levels. Typically, the material should exhibit moisture contents within ±2 percentage points of the modified Proctor optimum moisture content (ASTM D1557) during the compaction operations. Compaction should continue until densities of at least 95 percent of the modified Proctor maximum dry density (ASTM D1557) have been achieved within the upper 2 feet of the compacted natural soils at the site. Dynamic cone penetrometer (DCP) soundings, performed by hand, should also be performed subsequent to the surface soil heavy compaction operations in

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the area of the building to confirm densification of the very loose soils within the upper 6 feet of the proposed finish floor elevation.

Should the bearing level soils experience pumping and soil strength loss during the compaction operations, compaction work should be immediately terminated, and (1) the disturbed soils should be removed and backfilled with compacted structural fill, or (2) the excess moisture content within the disturbed soils should be allowed to dissipate before recompacting.

Care should be exercised to avoid damaging any nearby structures while the compaction operation is underway. Prior to commencing compaction, occupants of adjacent structures should be notified, and the existing conditions of the structures should be documented with photographs and survey (if deemed necessary). Compaction should cease if deemed detrimental to adjacent structures, and ECS should be contacted immediately. We recommend the vibratory roller remain a minimum of 50 feet from existing structures. Within this zone, use of a track-mounted bulldozer, or a vibratory roller operating in the static mode, is recommended.

5.2 EARTHWORK OPERATIONS

5.2.1 Structural Backfill and Fill Soils

Structural fill is defined as a non-plastic, inorganic, granular soil having less than 10 percent material passing the No. 200 mesh sieve and containing less than 4 percent organic material. The predominant fine sands and fine sands with silt (SP, SP-SM), as encountered in the borings, may be used as structural fill materials and, with proper moisture control, should densify using conventional compaction methods. Soils with more than 10 to 12 percent passing the No. 200 sieve will be more difficult to compact, due to their nature to retain soil moisture, and may require drying. The clayey fine sand (SC) (and silty fine sand (SM) if encountered) in some borings may be used as structural fill where it is determined that these soils contain 20 percent or less fines; however, the potential difficulty working with these soils and achieving optimum moisture content for earthwork should be taken into consideration. Soils with more than 20 percent fines are not recommended for use as structural fill.

Structural Fill Compaction Requirements: Materials placed as structural fill should meet the following compaction requirements.

STRUCTURAL FILL COMPACTION REQUIREMENTS	
Subject	**Requirement**
Compaction Standard	Modified Proctor, ASTM D1557
Required Compaction	95% of Max. Dry Density (general structural fill) 98% of Max. Dry Density (upper one foot below the proposed pavement base course)
Loose Thickness prior to compaction	12 inches if vibratory drum roller compaction equipment is used 8 inches if vibratory drum roller is used in static mode 8 inches if track-mounted compaction equipment is used 6 inches if hand-held compaction equipment is used

Fill materials should not be placed on excessively wet soils. Excessively wet soils should be scarified, aerated, and moisture conditioned. Proper drainage should be maintained during the earthwork phases of construction to prevent ponding of water which has a tendency to degrade subgrade soils. The contractor should minimize dusting or implement dust control measures, as required.

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We recommend that the grading contractor have equipment on site during earthwork for both drying and wetting fill soils. Moisture control may be difficult during extended periods of rain. The control of moisture content of soils containing more than 10% fines may be difficult when these soils become wet. Further, such soils are easily degraded by construction traffic when the moisture content is elevated.

5.2.2 Foundation Areas

After satisfactory placement and compaction of the required structural fill, the foundation areas may be excavated to the planned bearing levels. The foundation bearing level soils, after compaction, should exhibit densities equivalent to 95 percent of the modified Proctor maximum dry density (ASTM D1557) to a depth of at least one foot below the bearing level. For confined areas, such as the footing excavations, any compactive effort should be provided by a lightweight vibratory sled or roller having a total weight on the order of 500 to 2,000 pounds.

5.2.3 Flexible Pavement Areas

After completing the clearing/stripping operations in the pavement areas, where any underlying clayey (or silty) sands with more than 20 percent fines are determined to be within 2 feet of the bottom of the pavement base, they should be over-excavated from within the pavement areas and should be replaced with approved on-site or imported structural fill. Structural backfill and fill required to achieve the finish pavement grades then can be placed and compacted as described in Sections 5.2.1.

5.2.4 Rigid Pavement Areas

For a concrete pavement subgrade, we recommend using clean fine sand (SP), compacted to at least 98 percent of modified Proctor test maximum dry density (ASTM D1557) without additional stabilization. Limerock base is not required beneath rigid pavements and the relatively free draining fine sand (SP) soils with 5 percent or less fines are preferred.

5.3 UTILITY INSTALLATIONS

Utility Subgrades: The soil borings encountered predominant fine sands and fine sands with silt (SP, SP-SM), and may encounter clayey fine sand (SC), or silty fine sand (SM) in some areas of the site. It is our opinion that these soils are suitable bedding soils for pipelines and utility structures where it is determined that these soils contain 20 percent or less fines. Where soils contain more than 20 percent fines, they should be over excavated to a depth of 12 inches below the pipe invert and to a depth of 24 inches below manhole structures, and should be replaced with soils having less than 20 percent fines.

Utility Backfilling: Backfill placed around the pipe, and to a height of 2 feet above the top of pipe, should be placed in 6-inch lifts. Each lift should be compacted with hand-held equipment to 98 percent of the soil's Modified Proctor (ASTM D1557) maximum dry density. Backfill placed above the 2-foot zone above the top of pipe elevation may be placed in 12-inch lifts and compacted with heavier equipment. Typically, the backfill soil should exhibit moisture contents within ±2 percent of the soil's optimum moisture content as determined from the Proctor test. Care should be taken to avoid damaging the pipe during compaction operations.

Utility Excavation Dewatering: Based on the groundwater depths encountered at our boring locations, groundwater may be encountered in utility excavations which extend below existing grades. Removal of groundwater may be required, especially for deeper utility excavations. The contractor should submit a dewatering plan prior to installing the site utilities.

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Excavation Safety: All excavations and slopes should be made and maintained in accordance with OSHA excavation safety standards. The contractor is solely responsible for designing and constructing stable, temporary excavations and slopes and should shore, slope, or bench the sides of the excavations and slopes as required to maintain stability of both the excavation sides and bottom. The contractor's responsible person, as defined in 29 CFR Part 1926, should evaluate the soil exposed in the excavations as part of the contractor's safety procedures. In no case should slope height, slope inclination, or excavation depth, including utility trench excavation depth, exceed those specified in local, state, and federal safety regulations. ECS is providing this information solely as a service to our client. ECS is not assuming responsibility for construction site safety or the contractor's activities; such responsibility is not being implied and should not be inferred.

Erosion Control: The surface soils may be erodible. Therefore, the Contractor should provide and maintain good site drainage during earthwork operations to maintain the integrity of the surface soils. All erosion and sedimentation controls should be in accordance with sound engineering practices and local requirements.

Other Excavation Considerations: Dense to very dense coquina gravel and/or cemented shells were encountered throughout many of the borings at this site. Excavations through this material may be difficult and require special equipment or procedures, particularly where the near-surface materials are cemented.

6.0 CLOSING

Our geotechnical exploration has been performed, our findings obtained, and our recommendations prepared, in accordance with generally accepted geotechnical engineering principles and practices. ECS is not responsible for any independent conclusions, interpretation, opinions, or recommendations made by others based on the data contained in this report.

Our scope of services was intended to evaluate the soil conditions within the zone of soil influenced by the foundation and pavement systems. Our scope of services does not address geologic conditions, such as sinkholes or soil conditions existing below the depth of the soil borings.

If any of the project description information discussed in this report is inaccurate, either due to our interpretation of the documents provided or site or design changes that may occur later, ECS should be contacted immediately in order that we can review the report in light of the changes and provide additional or alternate recommendations as may be required to reflect the proposed construction.

We recommend that ECS be allowed to review the project's plans and specifications pertaining to our work so that we may ascertain consistency of those plans/specifications with the intent of the geotechnical report.

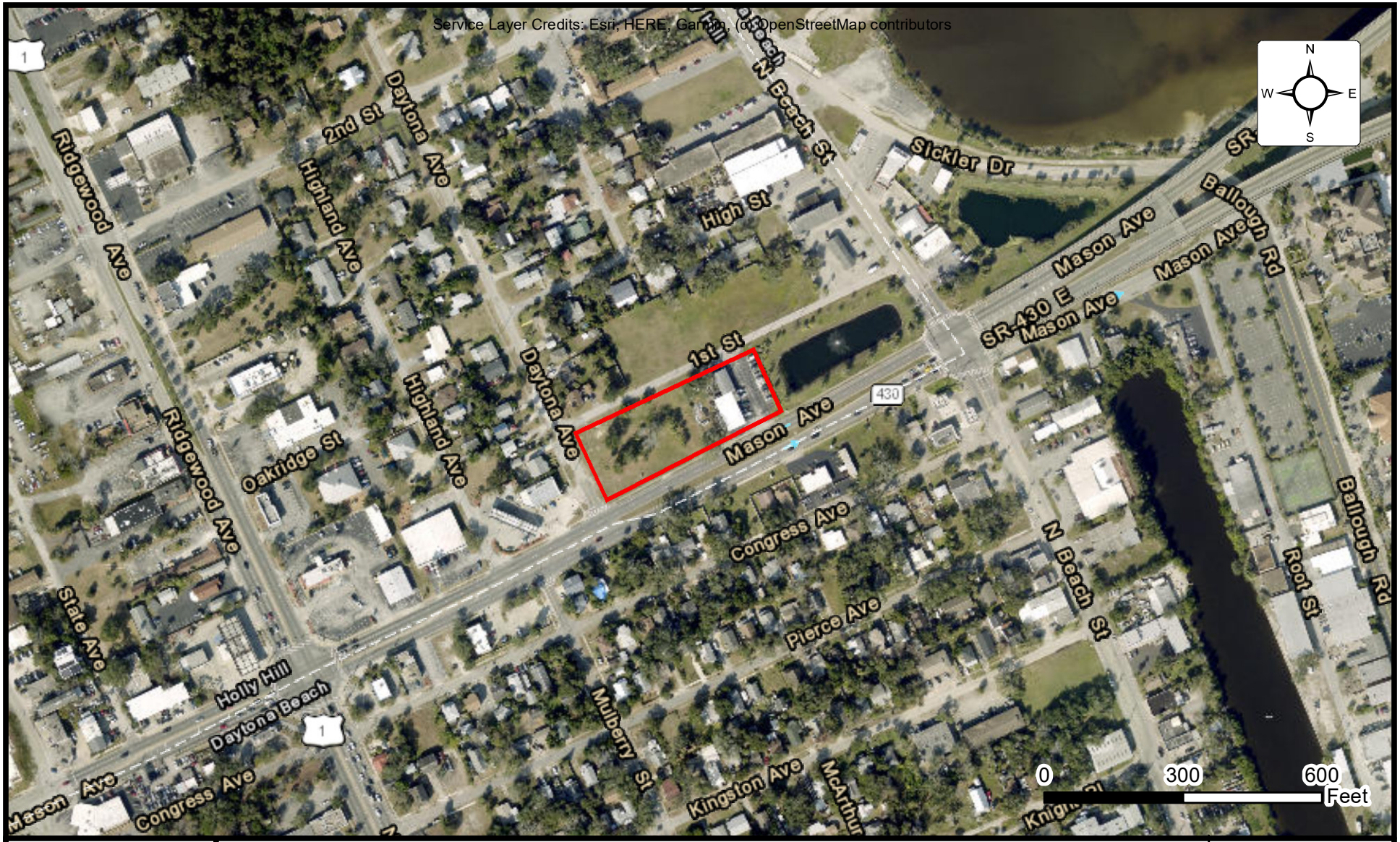
Field observations, monitoring, and quality assurance testing during earthwork and foundation installation are an extension of and integral to the geotechnical design recommendation. We recommend that the owner retain these quality assurance services and that ECS be allowed to continue our involvement throughout these critical phases of construction to provide general consultation as issues arise.

Attachment: Geotechnical Report (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

APPENDIX A – Diagrams & Reports

Figure 1 – Site Location Diagram
Figure 2 – Boring Location Diagram
Figure 3 – Boring Location Diagram with Provided Site Plan
Subsurface Soil Profiles

Attachment: Geotechnical Report (2024-O-3079 : Mason Avenue Storage Facility Planned Development)



SITE LOCATION DIAGRAM
TSS - HOLLY HILL

148 MASON AVENUE, HOLLY HILL, FLORIDA
STEIN INVESTMENT GROUP

ENGINEER	MK6
SCALE	AS NOTED
PROJECT NO.	56:1868
FIGURE	1 OF 3
DATE	4/25/2024

Attachment: Geotechnical Report (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

BORING LOCATION DIAGRAM
TSS - HOLLY HILL

148 MASON AVENUE, HOLLY HILL, FLORIDA
STEIN INVESTMENT GROUP

ENGINEER	MK6
SCALE	AS NOTED
PROJECT NO.	56:1868
FIGURE	2 OF 3
DATE	4/30/2024

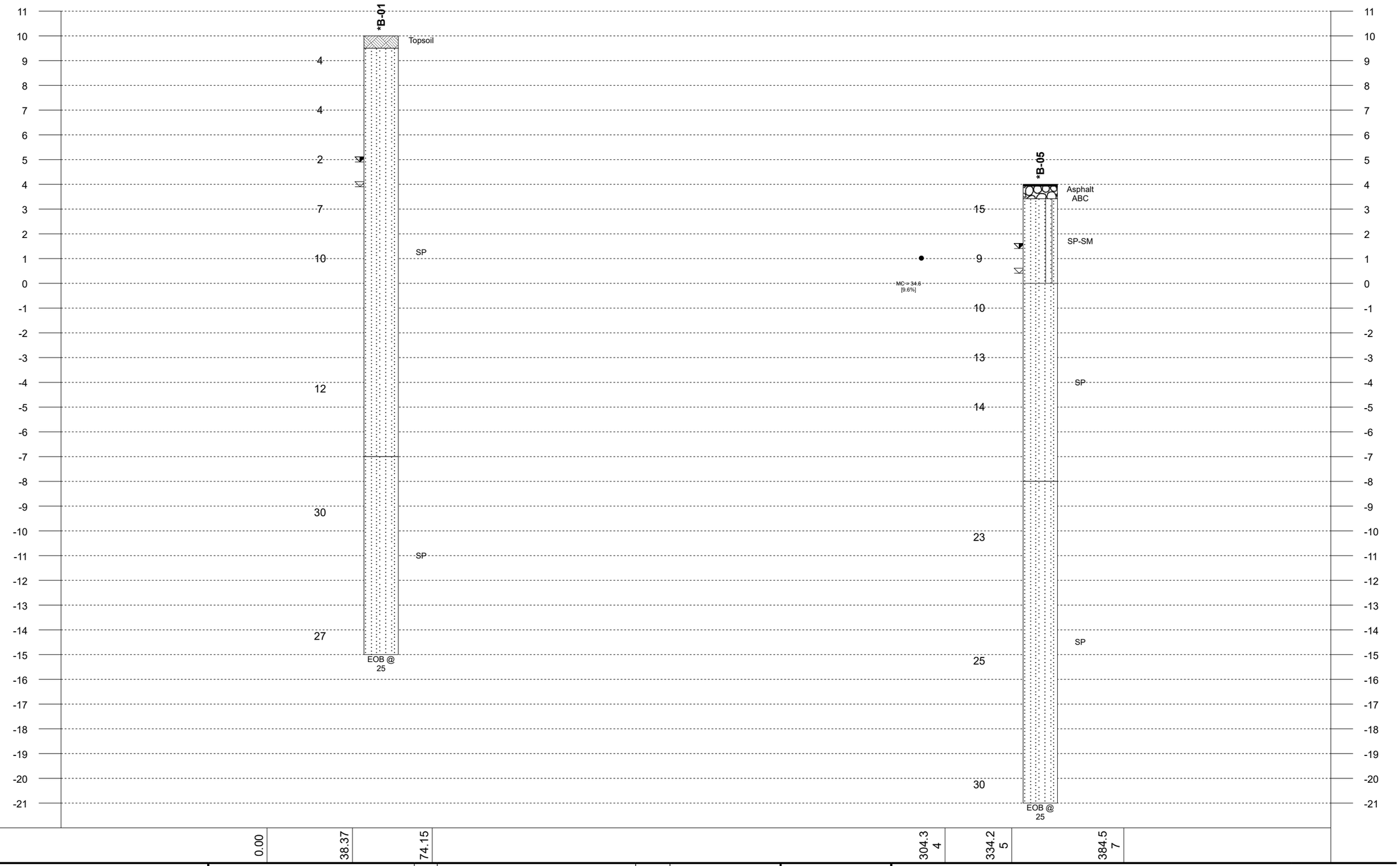
Attachment: Geotechnical Report (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

BORING LOCATION DIAGRAM
TSS - HOLLY HILL

148 MASON AVENUE, HOLLY HILL, FLORIDA
STEIN INVESTMENT GROUP

ENGINEER	MK6
SCALE	AS NOTED
PROJECT NO.	56:1868
FIGURE	3 OF 3
DATE	4/30/2024

Attachment: Geotechnical Report (2024-O-3079 : Mason Avenue Storage Facility Planned Development)



Legend Key

- Topsoil
- SP
- Asphalt
- ABC
- SP-SM

-22.00

Notes:

1- EOB: END OF BORING AR: AUGER REFUSAL SR: SAMPLER REFUSAL.
2- THE NUMBER BELOW THE STRIPS IS THE DISTANCE ALONG THE BASELINE.
3- SEE INDIVIDUAL BORING LOG AND GEOTECHNICAL INFORMATION.
4- STANDARD PENETRATION TEST RESISTANCE (LEFT OF BORING) IN BLOWS PER FOOT (ASTM D1586).

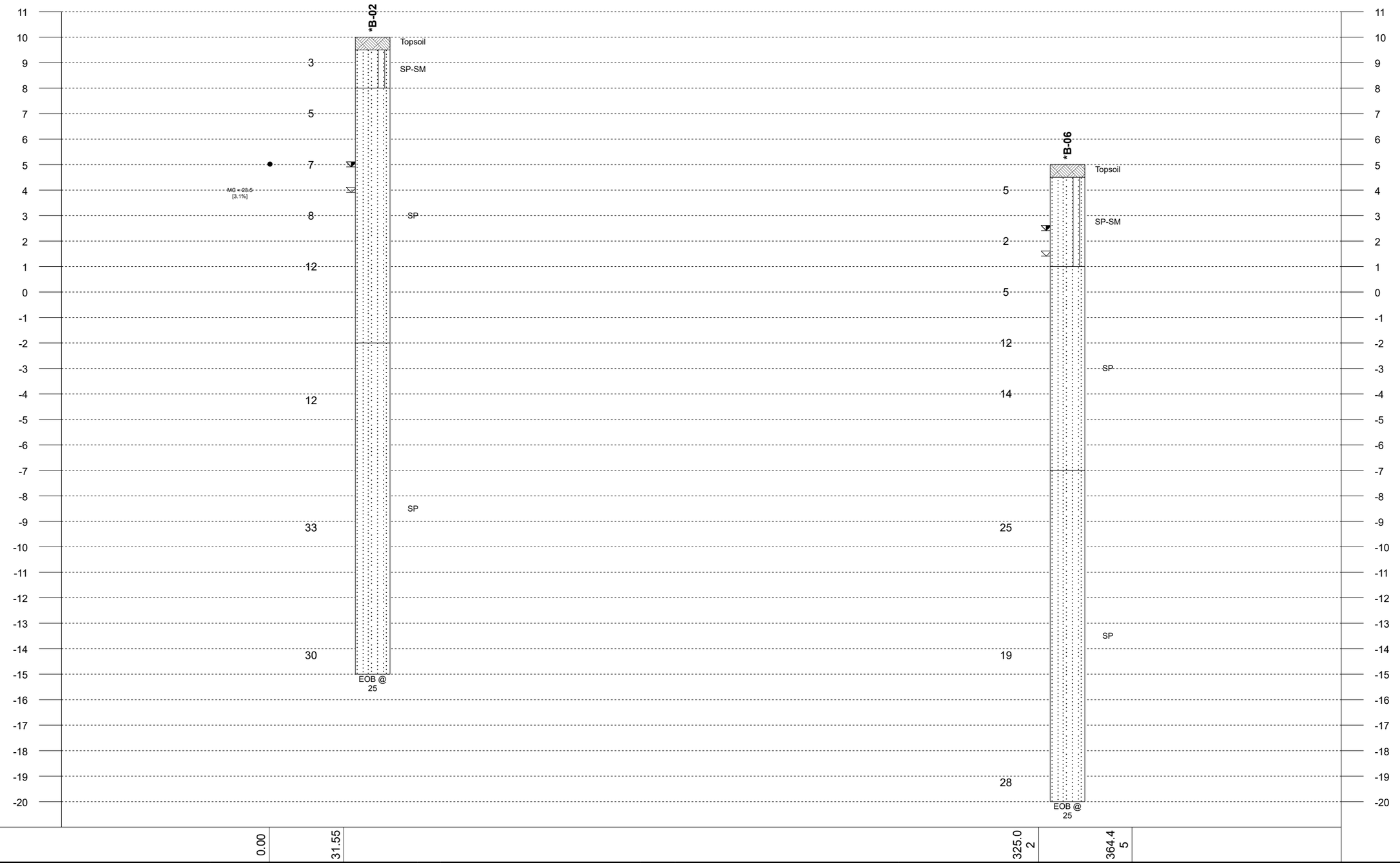
Plastic Limit Water Content Liquid Limit X—●—△	WL (First Encountered)	Fill
[FINES CONTENT%]	WL (Completion)	Possible Fill
BOTTOM OF CASING	WL (Seasonal High Water)	Probable Fill
LOSS OF CIRCULATION	WL (Stabilized)	Rock

GENERALIZED SUBSURFACE PROFILE Section line A-A'

TSS - Holly Hill
Stein Investment Group
148 Mason Avenue, Holly Hill, Florida, 32117

Project No: 56:1868 Date:

Attachment: Geotechnical Report (2024-O-3079 : Mason Avenue Storage Facility Planned Development)



Legend Key

- Topsoil
- SP-SM
- SP
- -21.00

Notes:

1- EOB: END OF BORING AR: AUGER REFUSAL SR: SAMPLER REFUSAL.
2- THE NUMBER BELOW THE STRIPS IS THE DISTANCE ALONG THE BASELINE.
3- SEE INDIVIDUAL BORING LOG AND GEOTECHNICAL INFORMATION.
4- STANDARD PENETRATION TEST RESISTANCE (LEFT OF BORING) IN BLOWS PER FOOT (ASTM D1586).

Plastic Limit Water Content Liquid Limit
X———●———△
[FINES CONTENT%]
BOTTOM OF CASING
LOSS OF CIRCULATION

WL (First Encountered)	Fill
WL (Completion)	Possible Fill
WL (Seasonal High Water)	Probable Fill
WL (Stabilized)	Rock

GENERALIZED SUBSURFACE PROFILE Section line B-B'

TSS - Holly Hill
Stein Investment Group
148 Mason Avenue, Holly Hill, Florida, 32117

Project No: 56:1868 Date:

Attachment: Geotechnical Report (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

APPENDIX B – Field Operations

Reference Notes for Boring Logs
Subsurface Exploration Procedure: Standard Penetration Testing (SPT) ASTM D1586
Subsurface Exploration Procedure: Hand Auger Boring ASTM D1452
Geotechnical SPT Boring Logs
Hand Auger Logs

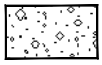
Attachment: Geotechnical Report (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

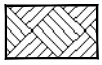
REFERENCE NOTES FOR BORING LOGS

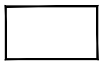
MATERIAL[1,2]

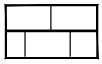
ASPHALT

CONCRETE


GRAVEL


TOPSOIL

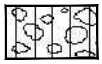

VOID


BRICK

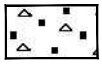
AGGREGATE BASE COURSE

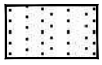
GW **WELL-GRADED GRAVEL**
gravel-sand mixtures, little or no fines

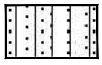
GP **POORLY-GRADED GRAVEL**
gravel-sand mixtures, little or no fines


GM **SILTY GRAVEL**
gravel-sand-silt mixtures

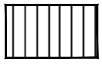
GC **CLAYEY GRAVEL**
gravel-sand-clay mixtures


SW **WELL-GRADED SAND**
gravelly sand, little or no fines


SP **POORLY-GRADED SAND**
gravelly sand, little or no fines


SM **SILTY SAND**
sand-silt mixtures

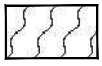
SC **CLAYEY SAND**
sand-clay mixtures

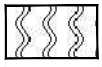

ML **SILT**
non-plastic to medium plasticity

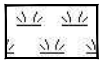
MH **ELASTIC SILT**
high plasticity

CL **LEAN CLAY**
low to medium plasticity

CH **FAT CLAY**
high plasticity


OL **ORGANIC SILT or CLAY**
non-plastic to low plasticity


OH **ORGANIC SILT or CLAY**
high plasticity


PT **PEAT**
highly organic soils

DRILLING SAMPLING SYMBOLS & ABBREVIATIONS

SS	Split Spoon Sampler	PM	Pressuremeter Test
ST	Shelby Tube Sampler	RD	Rock Bit Drilling
WS	Wash Sample	RC	Rock Core, NX, BX, AX
BS	Bulk Sample of Cuttings	REC	Rock Sample Recovery %
PA	Power Auger (no sample)	RQD	Rock Quality Designation %
HSA	Hollow Stem Auger		

PARTICLE SIZE IDENTIFICATION

DESIGNATION		PARTICLE SIZES
Boulders		12 inches (300 mm) or larger
Cobbles		3 inches to 12 inches (75 mm to 300 mm)
Gravel:	Coarse	¾ inch to 3 inches (19 mm to 75 mm)
	Fine	4.75 mm to 19 mm (No. 4 sieve to ¾ inch)
Sand:	Coarse	2.00 mm to 4.75 mm (No. 10 to No. 4 sieve)
	Medium	0.425 mm to 2.00 mm (No. 40 to No. 10 sieve)
	Fine	0.074 mm to 0.425 mm (No. 200 to No. 40 sieve)
Silt & Clay ("Fines")		<0.074 mm (smaller than a No. 200 sieve)

COHESIVE SILTS & CLAYS

UNCONFINED COMPRESSIVE STRENGTH, Q_P[4]	SPT[5] (BPF)	CONSISTENCY[7] (COHESIVE)
<0.25	<2	Very Soft
0.25 - <0.50	2 - 4	Soft
0.50 - <1.00	5 - 8	Firm
1.00 - <2.00	9 - 15	Stiff
2.00 - <4.00	16 - 30	Very Stiff
4.00 - 8.00	31 - 50	Hard
>8.00	>50	Very Hard

GRAVELS, SANDS & NON-COHESIVE SILTS

SPT[5]	DENSITY
<5	Very Loose
5 - 10	Loose
11 - 30	Medium Dense
31 - 50	Dense
>50	Very Dense

RELATIVE AMOUNT[7]	COARSE GRAINED (%)[8]	FINE GRAINED (%)[8]
Trace	≤5	≤5
With	10 - 20	10 - 25
Adjective *(ex: "Silty")*	25 - 45	30 - 45

WATER LEVELS[6]

- WL (First Encountered)
- WL (Completion)
- WL (Seasonal High Water)
- WL (Stabilized)

FILL AND ROCK

FILL | POSSIBLE FILL | PROBABLE FILL | ROCK

[1]Classifications and symbols per ASTM D 2488-17 (Visual-Manual Procedure) unless noted otherwise.

[2]To be consistent with general practice, "POORLY GRADED" has been removed from GP, GP-GM, GP-GC, SP, SP-SM, SP-SC soil types on the boring logs.

[3]Non-ASTM designations are included in soil descriptions and symbols along with ASTM symbol [Ex: (SM-FILL)].

[4]Typically estimated via pocket penetrometer or Torvane shear test and expressed in tons per square foot (tsf).

[5]Standard Penetration Test (SPT) refers to the number of hammer blows (blow count) of a 140 lb. hammer falling 30 inches on a 2 inch OD split spoon sampler required to drive the sampler 12 inches (ASTM D 1586). "N-value" is another term for "blow count" and is expressed in blows per foot (bpf). SPT correlations per 7.4.2 Method B and need to be corrected if using an auto hammer.

[6]The water levels are those levels actually measured in the borehole at the times indicated by the symbol. The measurements are relatively reliable when augering, without adding fluids, in granular soils. In clay and cohesive silts, the determination of water levels may require several days for the water level to stabilize. In such cases, additional methods of measurement are generally employed.

[7]Minor deviation from ASTM D 2488-17 Note 14.

[8]Percentages are estimated to the nearest 5% per ASTM D 2488-17.

Attachment: Geotechnical Report (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

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SUBSURFACE EXPLORATION PROCEDURE: STANDARD PENETRATION TESTING (SPT) ASTM D 1586 Split-Barrel Sampling

Standard Penetration Testing, or **SPT**, is the most frequently used subsurface exploration test performed worldwide. This test provides samples for identification purposes, as well as a measure of penetration resistance, or N-value. The N-Value, or blow counts, when corrected and correlated, can approximate engineering properties of soils used for geotechnical design and engineering purposes.

SPT Procedure:

- Involves driving a hollow tube (split-spoon) into the ground by dropping a 140-lb hammer a height of 30-inches at desired depth
- Recording the number of hammer blows required to drive split-spoon a distance of 12 inches (in 3 or 4 Increments of 6 inches each)
- Auger is advanced* and an additional SPT is performed
- One SPT test is typically performed for every two to five feet
- Obtain 1.5-inch diameter soil sample

**Drilling Methods May Vary—* The predominant drilling methods used for SPT are open hole fluid rotary drilling and hollow-stem auger drilling.

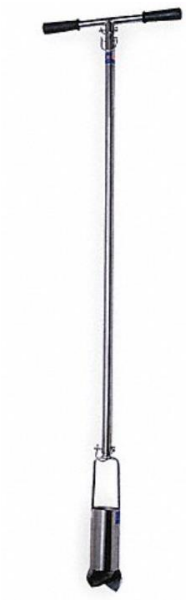
Attachment: Geotechnical Report (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

SUBSURFACE EXPLORATION PROCEDURE: SOIL EXPLORATION AND SAMPLING BY AUGER BORINGS

ASTM D 1452

The auger borings were performed manually by the use of a hand auger and in general accordance with the latest revision of ASTM D 1452, “Soil Investigation and Sampling by Auger Borings”. Representative samples of the soils brought to the ground surface by the augering process were placed in sealed containers and transported to our laboratory where they were examined by our engineer to verify the driller’s field classification.

HAND AUGER BORING:



Attachment: Geotechnical Report (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

CLIENT:	PROJECT NO.:	SHEET:
Stein Investment Group	**56:1868**	**1 of 1**
PROJECT NAME:	HAND AUGER NO.:	SURFACE ELEVATION:
TSS - Holly Hill	**A-01**	**8.0**
SITE LOCATION:		STATION:
148 Mason Avenue, Holly Hill, Florida, 32117		
LATITUDE: **29.228024**	LONGITUDE: **-81.029178**	

DEPTH (FT)	WATER LEVELS	ELEVATION (FT)	DESCRIPTION OF MATERIAL	EXCAVATION EFFORT	DCP	SAMPLE NUMBER	FINES CONTENT (%)	MOISTURE CONTENT (%)
			Topsoil Thickness[6.00"]			S-1		
			(SP) FINE SAND, gray, brown and orange, moist			S-2		
5	▽ ▼	3				S-3		
			END OF HAND AUGER AT 6 FT					
10		-2						
15								

REMARKS:

THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDRY LINES BETWEEN SOIL TYPES. IN-SITU THE TRANSITION MAY BE GRADUAL

EXCAVATION EFFORT: E - EASY M - MEDIUM D - DIFFICULT VD - VERY DIFFICULT

▽ WL (First Encountered) **6.00**	▼ WL (Seasonal High) **5.00**	ECS REP:	DATE COMPLETED:	UNITS:	CAVE-IN-DEPTH
▼ WL (Completion)			**Apr 11 2024**	**English**	

HAND AUGER LOG

Attachment: Geotechnical Report (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

CLIENT:	PROJECT NO.:	SHEET:
Stein Investment Group	**56:1868**	**1 of 1**
PROJECT NAME:	HAND AUGER NO.:	SURFACE ELEVATION:
TSS - Holly Hill	**A-02**	**5.0**
SITE LOCATION:		STATION:
148 Mason Avenue, Holly Hill, Florida, 32117		
LATITUDE: **29.228291**	LONGITUDE: **-81.028523**	

DEPTH (FT)	WATER LEVELS	ELEVATION (FT)	DESCRIPTION OF MATERIAL	EXCAVATION EFFORT	DCP	SAMPLE NUMBER	FINES CONTENT (%)	MOISTURE CONTENT (%)
			Topsoil Thickness[6.00"]			S-1		
			(SP) FINE SAND, gray, moist					
			(SP-SM) FINE SAND WITH SILT, brown to dark brown, moist to saturated			S-2	8	22.9
	▽							
	▼					S-3		
5		0						
			END OF HAND AUGER AT 6 FT					
10		-5						
15								

REMARKS:

THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDRY LINES BETWEEN SOIL TYPES. IN-SITU THE TRANSITION MAY BE GRADUAL

EXCAVATION EFFORT: E - EASY M - MEDIUM D - DIFFICULT VD - VERY DIFFICULT

▽ WL (First Encountered) **4.00**	▼ WL (Seasonal High) **3.00**	ECS REP:	DATE COMPLETED:	UNITS:	CAVE-IN-DEPTH
▼ WL (Completion)			**Apr 11 2024**	**English**	

HAND AUGER LOG

Attachment: Geotechnical Report (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

CLIENT:	PROJECT NO.:	SHEET:
Stein Investment Group	**56:1868**	**1 of 1**
PROJECT NAME:	HAND AUGER NO.:	SURFACE ELEVATION:
TSS - Holly Hill	**A-03**	**4.0**
SITE LOCATION:		STATION:
148 Mason Avenue, Holly Hill, Florida, 32117		
LATITUDE: **29.228159**	LONGITUDE: **-81.028282**	

DEPTH (FT)	WATER LEVELS	ELEVATION (FT)	DESCRIPTION OF MATERIAL	EXCAVATION EFFORT	DCP	SAMPLE NUMBER	FINES CONTENT (%)	MOISTURE CONTENT (%)
			Topsoil Thickness[6.00"]			S-1		
			(SP-SM) FINE SAND WITH SILT, brown and orange, moist			S-2		
	▽					S-3	14	51.7
	▽		(SM/PT) SILTY FINE SAND, many organics, dark brown, moist to saturated					
5		-1	(SP-SM) FINE SAND WITH SILT, dark brown, saturated			S-4		
			END OF HAND AUGER AT 6 FT					
10		-6						
15								

REMARKS:

THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDRY LINES BETWEEN SOIL TYPES. IN-SITU THE TRANSITION MAY BE GRADUAL

EXCAVATION EFFORT: E - EASY M - MEDIUM D - DIFFICULT VD - VERY DIFFICULT

▽ WL (First Encountered) **4.00**	▼ WL (Seasonal High) **3.00**	ECS REP:	DATE COMPLETED:	UNITS:	CAVE-IN-DEPTH
▼ WL (Completion)			**Apr 11 2024**	**English**	

HAND AUGER LOG

Attachment: Geotechnical Report (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

CLIENT:	PROJECT NO.:	BORING NO.:	SHEET:
Stein Investment Group	**56:1868**	**B-01**	**1 of 1**

PROJECT NAME:	DRILLER/CONTRACTOR:
TSS - Holly Hill	**Allstate Geotechnical Drilling Inc.**

SITE LOCATION: **148 Mason Avenue, Holly Hill, Florida, 32117**

LOSS OF CIRCULATION

LATITUDE:	LONGITUDE:	STATION:	SURFACE ELEVATION:
29.227898	**-81.029237**		**10.0**

BOTTOM OF CASING

DEPTH (FT)	SAMPLE NUMBER	SAMPLE TYPE	SAMPLE DIST. (IN)	RECOVERY (IN)	DESCRIPTION OF MATERIAL	ELEVATION (FT)	BLOWS/6" (N - Value)*
0	S-1	SS	24	24	Topsoil Thickness[6.00"] (SP) FINE SAND, brown to light brown, moist to saturated, very loose to medium dense	5	2-2-2-2 (4)
	S-2	SS	24	24			2-2-2-2 (4)
5	S-3	SS	24	24		0	1-1-1-1 (2)
	S-4	SS	24	24			2-3-4-5 (7)
	S-5	SS	24	24			4-5-5-6 (10)
10						-5	
15	S-6	SS	18	18	(SP) FINE SAND, light brown, saturated, dense, significant shells		2-3-9 (12)
	S-7	SS	18	18		-10	11-14-16 (30)
20							
25	S-8	SS	18	18	**END OF BORING AT 25 FT**	-15	10-12-15 (27)
30						-20	

WATER LEVELS: ▽ ▼

STANDARD PENETRATION BLOWS/FT
10 20 30 40 50
ROCK QUALITY DESIGNATION & RECOVERY
20 40 60 80 100
RQD
REC
MODIFIED CALIFORNIA SAMPLER BLOWS/FT
10 20 30 40 50

LIQUID LIMIT
PLASTIC LIMIT
CALIBRATED PENETROMETER TSF
1 2 3 4 5
WATER CONTENT %
[FINES CONTENT] %
10 20 30 40 50

THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES. IN-SITU THE TRANSITION MAY BE GRADUAL

▽ WL (First Encountered)	**6.00**	BORING STARTED: **Apr 11 2024**	CAVE IN DEPTH:
▼ WL (Completion)		BORING COMPLETED: **Apr 11 2024**	HAMMER TYPE: **Auto**
▽▼ WL (Seasonal High Water)	**5.00**	EQUIPMENT: **Track** / LOGGED BY:	DRILLING METHOD:
▽▽ WL (Stabilized)			

GEOTECHNICAL BOREHOLE LOG

Attachment: Geotechnical Report (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

CLIENT:	PROJECT NO.:	BORING NO.:	SHEET:
Stein Investment Group	**56:1868**	**B-02**	**1 of 1**
PROJECT NAME:	DRILLER/CONTRACTOR:		
TSS - Holly Hill	**Allstate Geotechnical Drilling Inc.**		
SITE LOCATION:			LOSS OF CIRCULATION
148 Mason Avenue, Holly Hill, Florida, 32117			
LATITUDE:	LONGITUDE:	STATION:	SURFACE ELEVATION:
29.227739	**-81.029135**		**10.0**

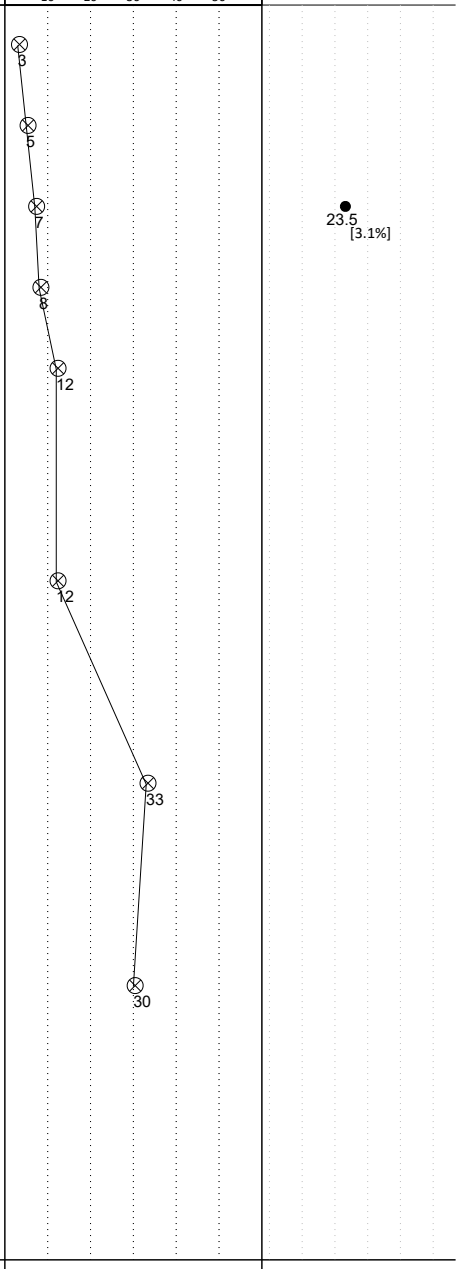
BOTTOM OF CASING

DEPTH (FT)	SAMPLE NUMBER	SAMPLE TYPE	SAMPLE DIST. (IN)	RECOVERY (IN)	DESCRIPTION OF MATERIAL	ELEVATION (FT)	BLOWS/6" (N - Value)*
	S-1	SS	24	24	Topsoil Thickness[6.00"] (SP-SM) FINE SAND WITH SILT, contains slight roots, brown, moist, loose		1-1-2-2 (3)
	S-2	SS	24	24	(SP) FINE SAND, brown to light brown, moist to saturated, loose to medium dense		2-3-2-2 (5)
5	S-3	SS	24	24		5	3-4-3-4 (7)
	S-4	SS	24	24			4-4-4-6 (8)
	S-5	SS	24	24			4-7-5-9 (12)
10						0	
	S-6	SS	18	18	(SP) FINE SAND, light brown, saturated, medium dense to dense, significant shells		7-7-5 (12)
15						-5	
	S-7	SS	18	18			10-13-20 (33)
20						-10	
	S-8	SS	18	18			17-15-15 (30)
25					**END OF BORING AT 25 FT**	-15	
30						-20	

WATER LEVELS

STANDARD PENETRATION BLOWS/FT
10 20 30 40 50
20 40 60 80 100
ROCK QUALITY DESIGNATION & RECOVERY
RQD
REC
MODIFIED CALIFORNIA SAMPLER BLOWS/FT
10 20 30 40 50

LIQUID LIMIT
PLASTIC LIMIT
CALIBRATED PENETROMETER TSF
1 2 3 4 5
WATER CONTENT %
[FINES CONTENT] %
10 20 30 40 50



THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES. IN-SITU THE TRANSITION MAY BE GRADUAL

▽ WL (First Encountered)	**6.00**	BORING STARTED: **Apr 11 2024**	CAVE IN DEPTH:
▼ WL (Completion)		BORING COMPLETED: **Apr 11 2024**	HAMMER TYPE: **Auto**
⧩ WL (Seasonal High Water)	**5.00**	EQUIPMENT: **Track** / LOGGED BY:	DRILLING METHOD:
⧩ WL (Stabilized)			

GEOTECHNICAL BOREHOLE LOG

Attachment: Geotechnical Report (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

CLIENT:	PROJECT NO.:	BORING NO.:	SHEET:
Stein Investment Group	**56:1868**	**B-03**	**1 of 1**

PROJECT NAME:	DRILLER/CONTRACTOR:
TSS - Holly Hill	**Allstate Geotechnical Drilling Inc.**

SITE LOCATION: **148 Mason Avenue, Holly Hill, Florida, 32117**

LOSS OF CIRCULATION

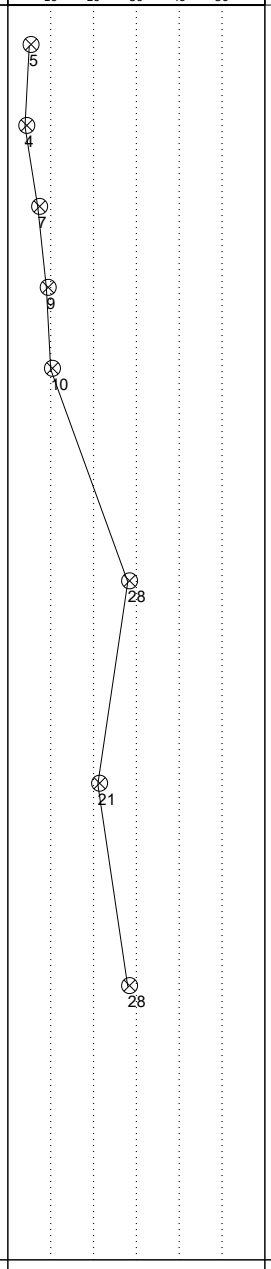
LATITUDE:	LONGITUDE:	STATION:	SURFACE ELEVATION:
29.227921	**-81.028933**		**6.0**

BOTTOM OF CASING

DEPTH (FT)	SAMPLE NUMBER	SAMPLE TYPE	SAMPLE DIST. (IN)	RECOVERY (IN)	DESCRIPTION OF MATERIAL	WATER LEVELS	ELEVATION (FT)	BLOWS/6" (N - Value)*
	S-1	SS	24	24	Topsoil Thickness[6.00"] (SP) FINE SAND, brown to light brown, moist to saturated, loose to medium dense			1-2-3-4 (5)
	S-2	SS	24	24				2-2-2-4 (4)
5	S-3	SS	24	24			1	2-3-4-5 (7)
	S-4	SS	24	24				4-4-5-6 (9)
	S-5	SS	24	24				4-5-5-9 (10)
10							-4	
					(SP) FINE SAND, light brown, saturated, medium dense to dense, some to significant shells			
	S-6	SS	18	18				12-15-13 (28)
15							-9	
	S-7	SS	18	18				8-10-11 (21)
20							-14	
	S-8	SS	18	18				7-12-16 (28)
25					**END OF BORING AT 25 FT**		-19	
30							-24	

STANDARD PENETRATION BLOWS/FT
10 20 30 40 50
20 40 60 80 100
ROCK QUALITY DESIGNATION & RECOVERY
RQD
REC
MODIFIED CALIFORNIA SAMPLER BLOWS/FT
10 20 30 40 50

LIQUID LIMIT
PLASTIC LIMIT
CALIBRATED PENETROMETER TSF
1 2 3 4 5
WATER CONTENT %
[FINES CONTENT] %
10 20 30 40 50



THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES. IN-SITU THE TRANSITION MAY BE GRADUAL

▽ WL (First Encountered)	**4.00**	BORING STARTED: **Apr 11 2024**	CAVE IN DEPTH:
▼ WL (Completion)		BORING COMPLETED: **Apr 11 2024**	HAMMER TYPE: **Auto**
▼ WL (Seasonal High Water)	**3.00**	EQUIPMENT: **Track** / LOGGED BY:	DRILLING METHOD:
▽ WL (Stabilized)			

GEOTECHNICAL BOREHOLE LOG

Attachment: Geotechnical Report (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

CLIENT:	PROJECT NO.:	BORING NO.:	SHEET:
Stein Investment Group	**56:1868**	**B-04**	**1 of 1**
PROJECT NAME:	DRILLER/CONTRACTOR:		
TSS - Holly Hill	**Allstate Geotechnical Drilling Inc.**		
SITE LOCATION: **148 Mason Avenue, Holly Hill, Florida, 32117**			LOSS OF CIRCULATION
LATITUDE: **29.228080**	LONGITUDE: **-81.028537**	STATION:	SURFACE ELEVATION: **6.0**
			BOTTOM OF CASING

DEPTH (FT)	SAMPLE NUMBER	SAMPLE TYPE	SAMPLE DIST. (IN)	RECOVERY (IN)	DESCRIPTION OF MATERIAL	ELEVATION (FT)	BLOWS/6" (N - Value)*
	S-1	SS	24	24	Topsoil Thickness[6.00"] (SP) FINE SAND, brown to light brown, moist, very loose		2-2-1-2 (3)
	S-2	SS	24	24	(SP-SM) FINE SAND WITH SILT, brown, moist to saturated, very loose to medium dense		2-1-1-2 (2)
5	S-3	SS	24	24		1	3-5-9-11 (14)
	S-4	SS	24	24	(SP) FINE SAND, brown, saturated, loose to medium dense		5-7-6-9 (13)
	S-5	SS	24	24			4-4-4-4 (8)
10						-4	
					(SP) FINE SAND, light gray, saturated, medium dense to dense, significant shells		
	S-6	SS	18	18			10-12-8 (20)
15						-9	
	S-7	SS	18	18			9-14-12 (26)
20						-14	
	S-8	SS	18	18			11-16-26 (42)
25					**END OF BORING AT 25 FT**	-19	
30						-24	

STANDARD PENETRATION BLOWS/FT
10 20 30 40 50
20 40 60 80 100
ROCK QUALITY DESIGNATION & RECOVERY
RQD
REC
MODIFIED CALIFORNIA SAMPLER BLOWS/FT
10 20 30 40 50

LIQUID LIMIT
PLASTIC LIMIT
CALIBRATED PENETROMETER TSF
1 2 3 4 5
WATER CONTENT %
[FINES CONTENT] %
10 20 30 40 50

3 2 14 13 8 20 26 42 27.1 [2.6%]

THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES. IN-SITU THE TRANSITION MAY BE GRADUAL

WL (First Encountered) **3.50**	BORING STARTED: **Apr 11 2024**	CAVE IN DEPTH:	
WL (Completion)	BORING COMPLETED: **Apr 11 2024**	HAMMER TYPE: **Manual**	
WL (Seasonal High Water) **2.50**	EQUIPMENT: **Track**	LOGGED BY:	DRILLING METHOD:
WL (Stabilized)			

GEOTECHNICAL BOREHOLE LOG

Attachment: Geotechnical Report (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

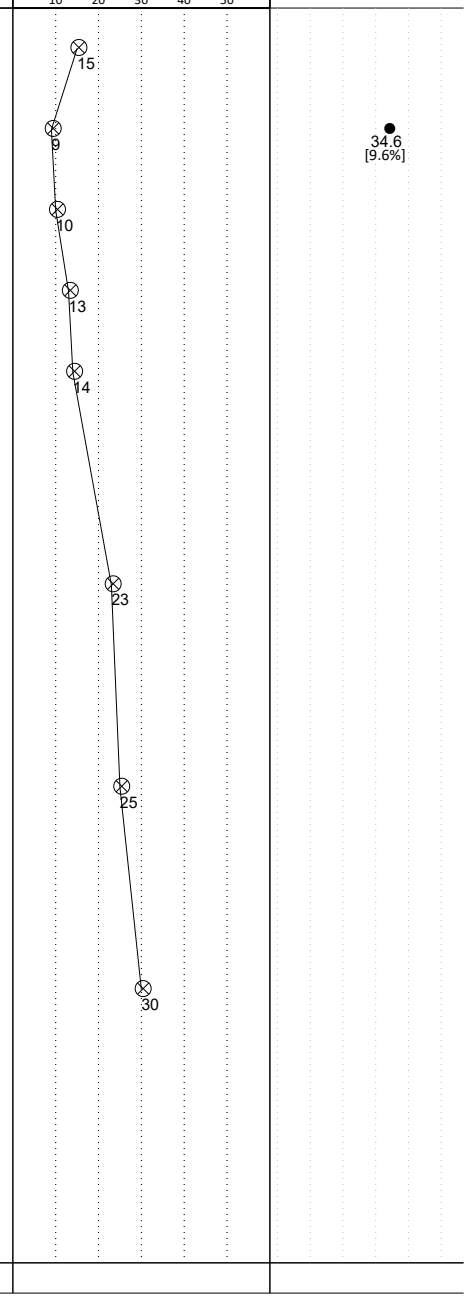
CLIENT:	PROJECT NO.:	BORING NO.:	SHEET:
Stein Investment Group	**56:1868**	**B-05**	**1 of 1**
PROJECT NAME:	DRILLER/CONTRACTOR:		
TSS - Holly Hill	**Allstate Geotechnical Drilling Inc.**		
SITE LOCATION:			LOSS OF CIRCULATION
148 Mason Avenue, Holly Hill, Florida, 32117			
LATITUDE:	LONGITUDE:	STATION:	SURFACE ELEVATION:
29.228244	**-81.028397**		**4.0**

BOTTOM OF CASING

DEPTH (FT)	SAMPLE NUMBER	SAMPLE TYPE	SAMPLE DIST. (IN)	RECOVERY (IN)	DESCRIPTION OF MATERIAL	WATER LEVELS	ELEVATION (FT)	BLOWS/6" (N - Value)*
	S-1	SS	24	24	Asphalt Thickness[1.00"] Limerock Base Thickness[6.00"] (SP-SM) FINE SAND WITH SILT, orange and dark brown, moist to saturated, loose to medium dense			6-7-8-6 (15)
	S-2	SS	24	24		▼ ▽		6-5-4-3 (9)
5	S-3	SS	24	24	(SP) FINE SAND, brown, saturated, medium dense		-1	5-5-5-7 (10)
	S-4	SS	24	24				4-5-8-11 (13)
	S-5	SS	24	24				3-7-7-9 (14)
10							-6	
	S-6	SS	18	18	(SP) FINE SAND, light gray, saturated, medium dense to dense, significant shells			7-12-11 (23)
15							-11	
	S-7	SS	18	18				8-11-14 (25)
20							-16	
	S-8	SS	18	18				8-12-18 (30)
25					**END OF BORING AT 25 FT**		-21	
30							-26	

STANDARD PENETRATION BLOWS/FT
10 20 30 40 50
20 40 60 80 100
ROCK QUALITY DESIGNATION & RECOVERY
RQD
REC
MODIFIED CALIFORNIA SAMPLER BLOWS/FT
10 20 30 40 50

LIQUID LIMIT
PLASTIC LIMIT
CALIBRATED PENETROMETER TSF
1 2 3 4 5
WATER CONTENT %
[FINES CONTENT] %
10 20 30 40 50



THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES. IN-SITU THE TRANSITION MAY BE GRADUAL

▽ WL (First Encountered)	**3.50**	BORING STARTED: **Apr 11 2024**	CAVE IN DEPTH:
▼ WL (Completion)		BORING COMPLETED: **Apr 11 2024**	HAMMER TYPE: **Manual**
▼ WL (Seasonal High Water)	**2.50**	EQUIPMENT: **Track**	LOGGED BY: DRILLING METHOD:
▽ WL (Stabilized)			

GEOTECHNICAL BOREHOLE LOG

Attachment: Geotechnical Report (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

CLIENT:	PROJECT NO.:	BORING NO.:	SHEET:
Stein Investment Group	**56:1868**	**B-06**	**1 of 1**
PROJECT NAME:	DRILLER/CONTRACTOR:		
TSS - Holly Hill	**Allstate Geotechnical Drilling Inc.**		
SITE LOCATION:			LOSS OF CIRCULATION
148 Mason Avenue, Holly Hill, Florida, 32117			
LATITUDE:	LONGITUDE:	STATION:	SURFACE ELEVATION:
29.228069	**-81.028295**		**5.0**

BOTTOM OF CASING

DEPTH (FT)	SAMPLE NUMBER	SAMPLE TYPE	SAMPLE DIST. (IN)	RECOVERY (IN)	DESCRIPTION OF MATERIAL	WATER LEVELS	ELEVATION (FT)	BLOWS/6" (N - Value)*
	S-1	SS	24	24	Topsoil Thickness[6.00"] (SP-SM) FINE SAND WITH SILT, contains slight roots, brown, moist to saturated, very loose to loose		5	2-2-3-2 (5)
	S-2	SS	24	24			2	2-1-1-1 (2)
5	S-3	SS	24	24	(SP) FINE SAND, brown to light brown, saturated, loose to medium dense		0	2-2-3-4 (5)
	S-4	SS	24	24			5	4-5-7-8 (12)
	S-5	SS	24	24			12	5-6-8-6 (14)
10							14	
					(SP) FINE SAND, light gray, saturated, medium dense, significant shells		-5	
	S-6	SS	18	18			25	13-13-12 (25)
15							-10	
	S-7	SS	18	18			19	10-10-9 (19)
20							-15	
	S-8	SS	18	18			28	10-13-15 (28)
25					**END OF BORING AT 25 FT**		-20	
30							-25	

STANDARD PENETRATION BLOWS/FT
10 20 30 40 50
20 40 60 80 100
ROCK QUALITY DESIGNATION & RECOVERY
RQD
REC
MODIFIED CALIFORNIA SAMPLER BLOWS/FT
10 20 30 40 50

LIQUID LIMIT
PLASTIC LIMIT
CALIBRATED PENETROMETER TSF
1 2 3 4 5
WATER CONTENT %
[FINES CONTENT] %
10 20 30 40 50

THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES. IN-SITU THE TRANSITION MAY BE GRADUAL

WL (First Encountered) **3.50**	BORING STARTED: **Apr 11 2024**	CAVE IN DEPTH:	
WL (Completion)	BORING COMPLETED: **Apr 11 2024**	HAMMER TYPE: **Manual**	
WL (Seasonal High Water) **2.50**	EQUIPMENT: **Track**	LOGGED BY:	DRILLING METHOD:
WL (Stabilized)			

GEOTECHNICAL BOREHOLE LOG

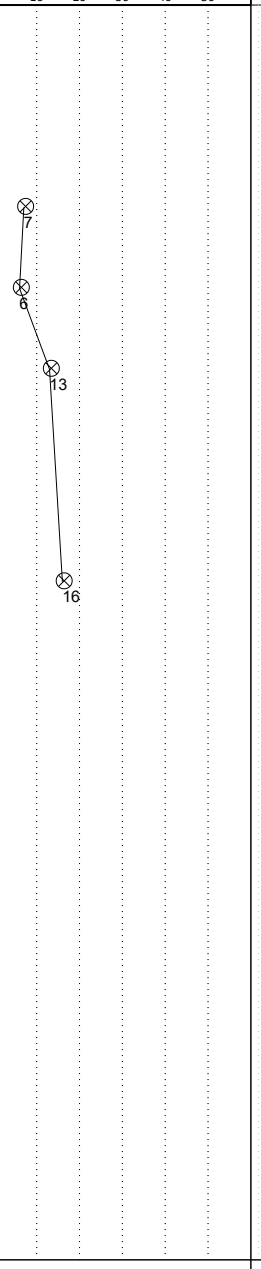
Attachment: Geotechnical Report (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

CLIENT:	PROJECT NO.:	BORING NO.:	SHEET:
Stein Investment Group	**56:1868**	**P-01**	**1 of 1**
PROJECT NAME:	DRILLER/CONTRACTOR:		
TSS - Holly Hill	**Allstate Geotechnical Drilling Inc.**		
SITE LOCATION:			LOSS OF CIRCULATION
148 Mason Avenue, Holly Hill, Florida, 32117			
LATITUDE:	LONGITUDE:	STATION:	SURFACE ELEVATION:
29.228389	**-81.028169**		**4.0**

BOTTOM OF CASING

DEPTH (FT)	SAMPLE NUMBER	SAMPLE TYPE	SAMPLE DIST. (IN)	RECOVERY (IN)	DESCRIPTION OF MATERIAL	WATER LEVELS	ELEVATION (FT)	BLOWS/6" (N - Value)*
	S-1	SS	0	0	Topsoil Thickness[6.00"]			
	S-2	SS	0	0	(SP-SM) FINE SAND WITH SILT, brown, moist to saturated, loose			
5	S-3	SS	24	24			-1	4-3-4-4 (7)
	S-4	SS	24	24	(SP) FINE SAND, brown, saturated, loose to medium dense			2-3-3-4 (6)
	S-5	SS	24	24				5-5-8-15 (13)
10							-6	
	S-6	SS	18	18				6-8-8 (16)
15					**END OF BORING AT 15 FT**		-11	
20							-16	
25							-21	
30							-26	

STANDARD PENETRATION BLOWS/FT
10 20 30 40 50
20 40 60 80 100
ROCK QUALITY DESIGNATION & RECOVERY
RQD
REC
MODIFIED CALIFORNIA SAMPLER BLOWS/FT
10 20 30 40 50



LIQUID LIMIT
PLASTIC LIMIT
CALIBRATED PENETROMETER TSF
1 2 3 4 5
WATER CONTENT %
[FINES CONTENT] %
10 20 30 40 50

THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES. IN-SITU THE TRANSITION MAY BE GRADUAL

▽ WL (First Encountered)	**4.00**	BORING STARTED: **Apr 11 2024**	CAVE IN DEPTH:
▼ WL (Completion)		BORING COMPLETED: **Apr 11 2024**	HAMMER TYPE: **Auto**
▼ WL (Seasonal High Water)	**3.00**	EQUIPMENT: **Track**	LOGGED BY: DRILLING METHOD:
▽ WL (Stabilized)			

GEOTECHNICAL BOREHOLE LOG

Attachment: Geotechnical Report (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

CLIENT:	PROJECT NO.:	BORING NO.:	SHEET:
Stein Investment Group	**56:1868**	**P-02**	**1 of 1**
PROJECT NAME:	DRILLER/CONTRACTOR:		
TSS - Holly Hill	**Allstate Geotechnical Drilling Inc.**		
SITE LOCATION:			LOSS OF CIRCULATION
148 Mason Avenue, Holly Hill, Florida, 32117			
LATITUDE:	LONGITUDE:	STATION:	SURFACE ELEVATION:
29.228221	**-81.028075**		**4.0**

BOTTOM OF CASING

DEPTH (FT)	SAMPLE NUMBER	SAMPLE TYPE	SAMPLE DIST. (IN)	RECOVERY (IN)	DESCRIPTION OF MATERIAL	WATER LEVELS	ELEVATION (FT)	BLOWS/6" (N - Value)*
0	S-1	SS	0	0	Topsoil Thickness[6.00"]			
	S-2	SS	0	0	(SP-SM) FINE SAND WITH SILT AND GRAVEL, brown to dark brown, moist to saturated, medium dense	▼ ▽		
5	S-3	SS	24	24			-1	3-4-4-4 (8)
	S-4	SS	24	24	(SP) FINE SAND, brown, saturated, medium dense			4-5-5-5 (10)
	S-5	SS	24	24	(SP-SM) FINE SAND WITH SILT, brown, saturated, medium dense			6-4-5-5 (9)
10					(SP) FINE SAND, brown, saturated, medium dense		-6	
	S-6	SS	18	18				5-5-6 (11)
15					**END OF BORING AT 15 FT**		-11	
20							-16	
25							-21	
30							-26	

STANDARD PENETRATION BLOWS/FT
10 20 30 40 50
20 40 60 80 100
ROCK QUALITY DESIGNATION & RECOVERY
RQD
REC
MODIFIED CALIFORNIA SAMPLER BLOWS/FT
10 20 30 40 50

LIQUID LIMIT
PLASTIC LIMIT
CALIBRATED PENETROMETER TSF
1 2 3 4 5
WATER CONTENT %
[FINES CONTENT] %
10 20 30 40 50

8
10
9
11
28.4 [6.9%]
23.4 [5.3%]

THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES. IN-SITU THE TRANSITION MAY BE GRADUAL

▽ WL (First Encountered)	**4.00**	BORING STARTED: **Apr 11 2024**	CAVE IN DEPTH:	
▼ WL (Completion)		BORING COMPLETED: **Apr 11 2024**	HAMMER TYPE: **Auto**	
▼ WL (Seasonal High Water)	**3.00**	EQUIPMENT: **Track**	LOGGED BY:	DRILLING METHOD:
▽ WL (Stabilized)				

GEOTECHNICAL BOREHOLE LOG

Attachment: Geotechnical Report (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

APPENDIX C – Laboratory Testing

Laboratory Testing Summary

Attachment: Geotechnical Report (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

Laboratory Testing Summary

Sample Location	Sample Number	Depth (feet)	^MC (%)	Soil Type	Atterberg Limits			**Percent Passing No. 200 Sieve	Moisture - Density		@ LBR (%)	#Organic Content (%
					LL	PL	PI		<Maximum Density (pcf)	<Optimum Moisture (%)		
A-02	S-2	1.5-4	22.9	SP-SM				8.2				
A-03	S-3	3-5	51.7	SM/PT				14.0				10.3
B-02	S-3	4-6	23.5	SP				3.1				
B-04	S-4	6-8	27.1	SP				2.6				
B-05	S-2	2-4	34.6	SP-SM				9.6				
P-01	S-3	4-6	27.0	SP-SM				6.9				
P-02	S-3	4-6	28.4	SP-SM				6.9				
P-02	S-5	8-10	23.4	SP-SM				5.3				

Notes: See test reports for test method, ^ASTM D2216-19, *ASTM D2488, **ASTM D1140-17, @FM 5-515, #ASTM D2974-20e1 < See test report for D4718 corrected values

Definitions: MC: Moisture Content, Soil Type: USCS (Unified Soil Classification System), LL: Liquid Limit, PL: Plastic Limit, PI: Plasticity Index, CBR: California Bearing Ratio, OC: Organic Content

Project: TSS - Holly Hill
Client: Stein Investment Group

Project No.: 56:1868
Date Reported: 4/25/2024

Office / Lab	Address	Office Number / Fax
ECS Florida LLC - Daytona Beach	2330 South Nova Road Suite A South Daytona, FL 32119	(386)944-9588 (386)944-9589

Tested by	Checked by	Approved by	Date Received
RRawson	RRawson	RRawson	

Attachment: Geotechnical Report (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

HOLLY HILL
FLORIDA
1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

01/2023

REZONE/ FUTURE LAND USE AMENDMENT

Date Received:_____ Application ID:_____ Submitted By:_____

PROJECT INFORMATION:

PROJECT NAME: 148 Mason Avenue PD
PARCEL ID #(S): see attached list of parcels
LOCATION: corner of Mason Avenue & Daytona Avenue
EXISTING USE(S): vacant commercial/commercial
PROPOSED USE(S): storage building
TOTAL ACREAGE: 1.544 +/- acres
WATER PROVIDER: _____ SEWER PROVIDER: _____
PRIVATE WELL _____ PRIVATE SEPTIC _____
CURRENT ZONING: CC-1 PROPOSED ZONING: PUD
CURRENT FUTURE LAND USE: GRC PROPOSED FUTURE LAND USE: GRC

APPLICANT INFORMATION:

Name: Mark A. Watts, Esq./Nika K. Hosseini, Esq. E-Mail: delanduse@cobbcole.com
Address: 231 N. Woodland Blvd., DeLand, FL 32720 Phone: (386) 736-7700
Company: Cobb Cole Fax: _____

☐ Owner ☒ Agent for Owner ☐ Attorney for Owner

OWNER INFORMATION:

Name: see attached list of owners E-Mail: _____
Address: _____ Phone: _____
Fax: _____

CONSULTANT INFORMATION:

Name: _____ E-Mail: _____
Address: _____ Phone: _____
Company: _____ Fax: _____

Attachment: PUD application with parcel information sheets (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

HOLLY HILL
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Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org 01/2023

WHO SHOULD ALL COMMUNICATION BE DIRECTED TO?

__X__ APPLICANT _____ OWNER _____ CONSULTANT

APPLICATION TYPE(S)/FEE(S)*

LAND USE AMENDMENT

- ☐ LARGE SCALE FUTURE LAND USE AMENDMENT (>10 ACRES) $3,000.00
- ☐ SMALL SCALE FUTURE LAND USE AMENDMENT (≤10 ACRES) $2,000.00

REZONE (NON-PD)

- ☐ STRAIGHT REZONE / LDR TEXT AMENDMENT $1,400

REZONE (PD)

- ☑ PD REZONE $2,000
- ☐ MAJOR AMENDMENT TO EXISTING PD $1,250
- ☐ MINOR AMENDMENT TO EXISTING PD $400 (This does not include changes in uses items such or density but means minor changes such as layout and landscaping that do not affect the overall intent or "spirit" of the PD.

***THERE MAY BE ADDITIONAL PASS-THROUGH FEES FOR REVIEWS DONE BY REVIEWERS OUTSIDE OF THIS AGENCY. ALL FEES ARE DUE AT THE TIME OF APPLICATION SUBMITTAL.**

ATTACHMENT CHECKLIST

REQUIRED SUBMITTALS

- ☐ COPY OF PRE-APPLICATION COMMENTS. IF YOU HAVE NOT HAD A PRE-APPLICATION MEETING TO DISCUSS THIS PROJECT PLEASE CONTACT THE CITY PLANNER TO ARRANGE AN APPOINTMENT AT 386-248-9424.
- ☑ ELECTRONIC COPY OF ALL ITEMS SUBMITTED
- ☑ APPLICATION AND FEE
- ☑ PROOF THAT TAXES ARE CURRENT
- ☑ PROPERTY APPRAISER'S PROPERTY INFORMATION PRINTOUT
- ☑ OWNERSHIP DISCLOSURE FORM (ADD'L DOCUMENTATION MAY REQUIRED IF OWNER IS A TRUST OR CORPORATION)
- ☑ OWNER'S AUTHORIZATION FORM, IF APPLICABLE (ADD'L DOCUMENTATION REQUIRED IF OWNER IS A TRUST OR CORPORATION)
- ☑ 2 CURRENT SIGNED AND SEALED BOUNDARY SURVEYS
- ☑ LEGAL DESCRIPTION IN MS WORD FORMAT (EMAIL THIS TO THE CITY PLANNER)
- ☒ SCHOOL CAPACITY REVIEW – *IF PROPOSING OVER 10 RESIDENTIAL UNITS (CONTACT SCHOOL BOARD PLANNING & BUSINESS SERVICES AT 386-734-7190 FOR APPLICATION)*

Attachment: PUD application with parcel information sheets (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

HOLLY HILL
FLORIDA
1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org 01/2023

- [x] TRAFFIC IMPACT ANALYSIS FOR PROJECTS GENERATING OVER 1000 TRIPS PER DAY ACCORDING TO RATES PUBLISHED BY THE INSTITUTE OF TRANSPORTATION ENGINEERS "TRIP GENERATION MANUAL" (LATEST EDITION)
- [x] DRAFT DEVELOPMENT ORDER IN MS WORD FORMAT (*PD REZONE ONLY – CONTACT THE CITY PLANNER)*
- [x] PRELIMINARY DEVELOPMENT PLAN (***PD REZONE ONLY*** - *SEE CODE SEC. 114-771*)
- [x] **REZONES ONLY**: ANSWER THE 8 QUESTIONS ATTACHED ON THE REZONING REQUIREMENTS SHEET
- [ ] **COMPREHENSIVE PLAN AMENDMENTS ONLY**: Provide a **Facility Demand Comparison**. For example, for the existing Future Land Use designation, show the demands on the city's infrastructure at the highest intensity, and for the proposed Future Land Use, show what the demands would be at the highest intensity. Show this information for the following facilities:
  - Potable Water
  - Sanitary Sewer
  - Stormwater
  - Transportation (Use current year ITE Trip Generation Rates–Provide PM Peak Hour and Avg Daily)
  - Solid Waste Collection
  - School (Residential Only)
- [ ] **COMPREHENSIVE PLAN AMENDMENTS ONLY**: Provide a **Demonstration of Capacity**: Show that there is capacity and ability to meet increased demands on facilities. The city's public works department can assist in providing information regarding potable water, sanitary sewer and solid waste.

Applicant's Signature: _____ 04/22/24
(Signature) *(Date)*

Nika Hosseini
(Print)

Applications must be complete to initiate the review process. For questions please contact the City Planner at (386) 248-9424, fax (386) 248-9498 or email at bwalker@hollyhillfl.org

Attachment: PUD application with parcel information sheets (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

KBL Property Investments, LLC

Parcel Information List

Parcel ID No.:	5337-23-00-0041
Parcel Address:	Mason Ave., Holly Hill, FL 32117
Property Owner:	KBL Property Investments, LLC PO Box 148 Flagler Beach, FL 32136

Parcel ID No.:	5337-23-00-0050
Parcel Address:	148 Mason Ave., Holly Hill, FL 32117
Property Owner:	KBL Property Investments, LLC PO Box 148 Flagler Beach, FL 32136

Parcel ID No.:	5337-23-00-0061
Parcel Address:	Daytona Ave., Holly Hill, FL 32117
Property Owner:	KBL Property Investments, LLC PO Box 148 Flagler Beach, FL 32136

Parcel ID No.:	5337-23-00-0070
Parcel Address:	105 Daytona Ave., Holly Hill, FL 32117
Property Owner:	KBL Property Investments, LLC PO Box 148 Flagler Beach, FL 32136

Parcel ID No.:	5337-23-00-0080
Parcel Address:	148 Mason Ave., Holly Hill, FL 32117
Property Owner:	KBL Property Investments, LLC PO Box 148 Flagler Beach, FL 32136

Parcel ID No.:	5337-22-01-0010
Parcel Address:	155 1st St., Holly Hill, FL 32117
Property Owner:	KBL Property Investments, LLC PO Box 148 Flagler Beach, FL 32136

Parcel ID No.:	5337-22-01-0011
Parcel Address:	151 1st St., Holly Hill, FL 32117

Attachment: PUD application with parcel information sheets (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

Property Owner: KBL Property Investments, LLC
PO Box 148
Flagler Beach, FL 32136

Parcel ID No.: 5337-22-01-0020
Parcel Address: 149 1st St., Holly Hill, FL 32117
Property Owner: KBL Property Investments, LLC
PO Box 148
Flagler Beach, FL 32136

Attachment: PUD application with parcel information sheets (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

Charlesdale Associates, Inc.

Parcel Information List

Parcel ID No.:	5337-22-01-0021
Parcel Address:	145 1st Street, Holly Hill, FL 32117
Property Owner:	Charlesdale Associates, Inc. 134 Mason Ave. Daytona Beach, FL 32117

Parcel ID No.:	5337-23-00-0020
Parcel Address:	140 Mason Ave., Holly Hill, FL 32117
Property Owner:	Charlesdale Associates, Inc. 134 Mason Ave. Daytona Beach, FL 32117

Parcel ID No.:	5337-25-00-0060
Parcel Address:	134 Mason Ave., Holly Hill, FL 32117
Property Owner:	Charlesdale Associates, Inc. 134 Mason Ave. Daytona Beach, FL 32117

Parcel ID No.:	5337-25-00-0011
Parcel Address:	120 Mason Ave., Holly Hill, FL 32117
Property Owner:	Charlesdale Associates, Inc. 134 Mason Ave. Daytona Beach, FL 32117

Attachment: PUD application with parcel information sheets (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

HOLLY HILL
FLORIDA
1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

01/2023

REZONING REQUIREMENTS

The following items must be completed in sufficient detail to allow the City to determine if the application complies with the City Code Chapter 114 and Section 82-372.

1. Is it consistent with all adopted elements of the comprehensive plan? [X]YES []NO Explain.

The intended use of the site clearly matches the land use in the surrounding area.

2. What is its impact upon the environment or natural resources? []YES []NO Explain.

The subject property is not heavily wooded and does not have any wetlands on site. The subject site is in between a gas station and an automobile service station.

3. What is its impact upon the economy of any affected area? []YES []NO Explain.

The property is currently vacant, undeveloped land that has not been utilized. By developing the property, it will increase the value of the subject land and the surrounding area.

4. What is its impact upon any existing necessary governmental services such as schools, sewage disposal, solid waste or transportation systems? []YES []NO Explain.

It is a commercial development and as such, does not have an impact on schools. Regarding transportation, the intended use of the site is a storage facility which is the lowest generator of vehicular traffic. The solid waste and sewage systems will be minimally impacted due to the nature of the use as a self storage facility.

5. Are there any changes in circumstances or conditions affecting the area.? []YES [X]NO

Attachment: Rezoning Requirements (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

HOLLY HILL
FLORIDA
1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

Explain.

No. We are looking to develop the property.

6. Are there any mistakes in the original classification? ☐YES ☒NO Explain.

No. this is a PD Agreement in order to accommodate a storage facility.

7. What is its effect upon the use or value of the affected area? ☐YES ☐NO Explain.

The property is currently vacant, undeveloped land that has not been utilized. By developing the property, it will increase the value of the subject land and the surrounding area.

8. What is its impact upon the public health, welfare, safety or morals? ☐YES ☐NO Explain.

The subject property is not heavily wooded and does not have any wetlands on site. The subject site is in between a gas station and an automobile service station. A storage facility fits well in the general area of the neighborhood.

Nika Hosseini
Print Applicant Name

Applicant Signature

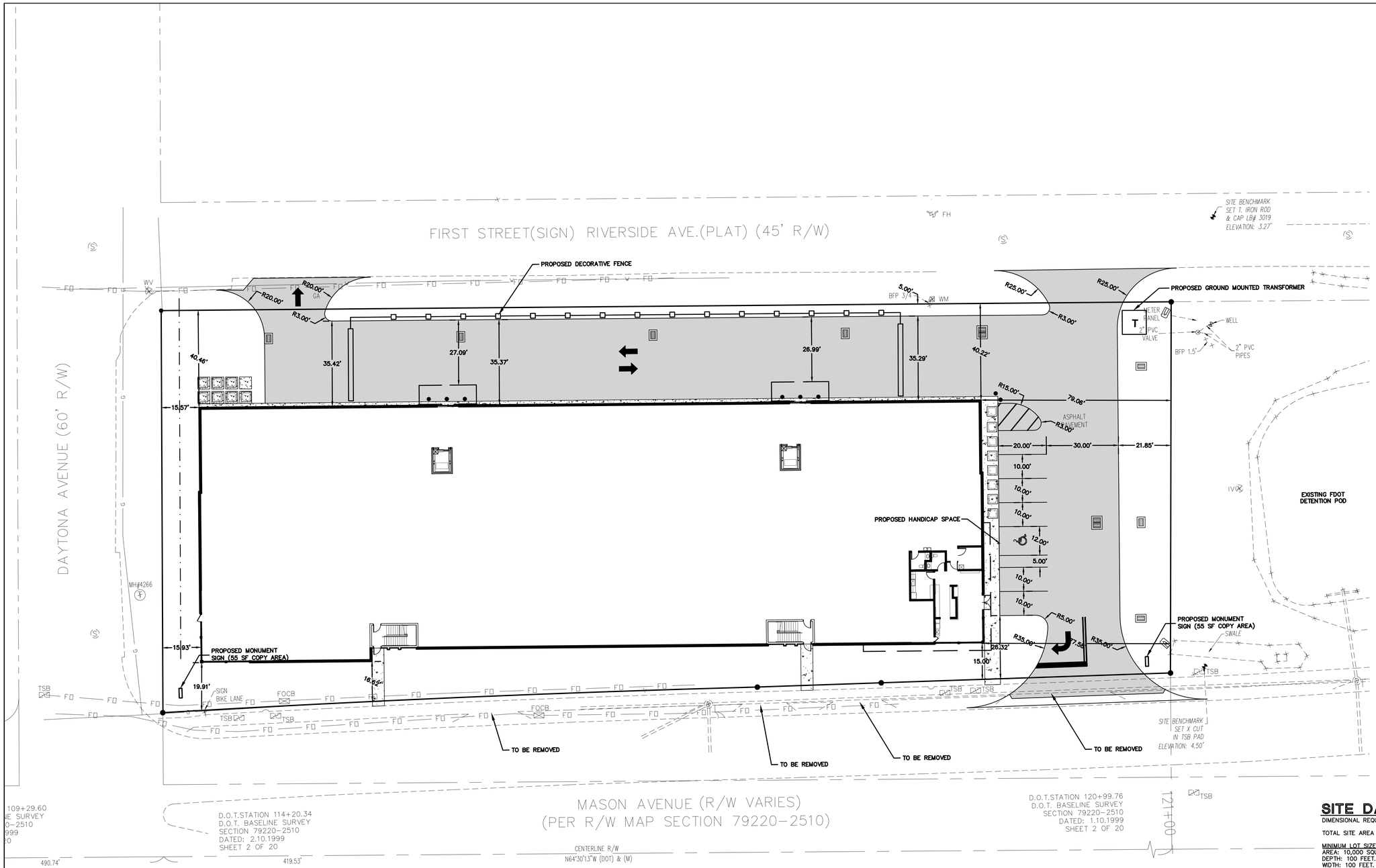
Print Applicant Name

Applicant Signature

04/22/24
Date

Date

Attachment: Rezoning Requirements (2024-O-3079 : Mason Avenue Storage Facility Planned Development)



NO.	DATE	DESCRIPTION	BY
		REVISIONS	
1	4/18/2024	REVISED	MAG
2	6/25/2024	REVISED SIGN AREA	MAG
3	6/26/2024	REVISED	MAG
4	6/27/2024	REVISED SITE DATA TABLE	MAG
5	8/22/2024		

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001553, STEVE BUSWELL P.E. #53985 R.L.A. #A6667011
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

148 MASON AVENUE
HOLLY HILL * FLORIDA

CONCEPTUAL SITE PLAN

1
SHEET NO.

Drawn By: M .GRECO
Date: 02/20/2024
JOB #
SCALE: 1"=20'

SEAL

SITE DATA TABLE:

DIMENSIONAL REQUIREMENTS IN THE PD ARE AS FOLLOWS:

TOTAL SITE AREA = 67,246 SF = 1.544 ACRES

MINIMUM LOT SIZE:
AREA: 10,000 SQUARE FEET.
DEPTH: 100 FEET.
WIDTH: 100 FEET.

MINIMUM BUILDING SETBACKS:
SOUTH (MASON AVE) = 15 FT
WEST (DAYTONA AVE) = 15 FT
EAST (PARKING AREA) = 10 FT
NORTH (1ST STREET) = 40 FT

MINIMUM LANDSCAPE BUFFERS:
SOUTH (MASON AVE) = 15 FT
WEST (DAYTONA AVE) = 15 FT
EAST (PARKING AREA) = 10 FT
NORTH (1ST STREET) = 5 FT

PROPOSED BUILDING HEIGHT = 40 FEET.

PROPOSED BUILDING LOT COVERAGE = 33,262/67,246 = 49.46%

PROPOSED OPEN SPACE = 21.29%

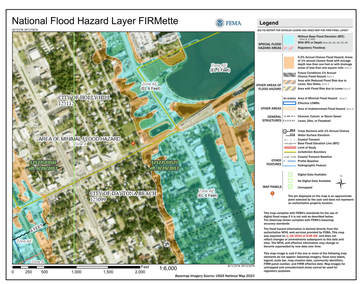
FLOOR AREA RATIO (FAR)
PROPOSED FAR = 33,262 * 3/67,246 = 1.48

*THE PROPERTY IS LOCATED WITHIN THE UTILITY SERVICE AREA FOR THE CITY OF HOLLY HILL

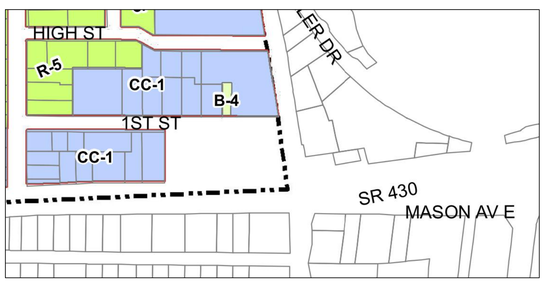
PARKING CALCULATIONS:

PARKING PROVIDED:

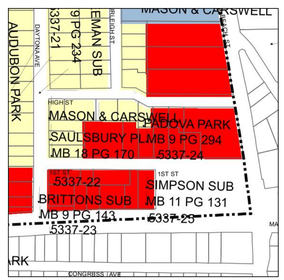
STANDARD.....6 SPACES
HANDICAPPED.....1 SPACES
TOTAL.....7 SPACES



FEMA FLOOD ZONE MAP



EXISTING ZONING MAP

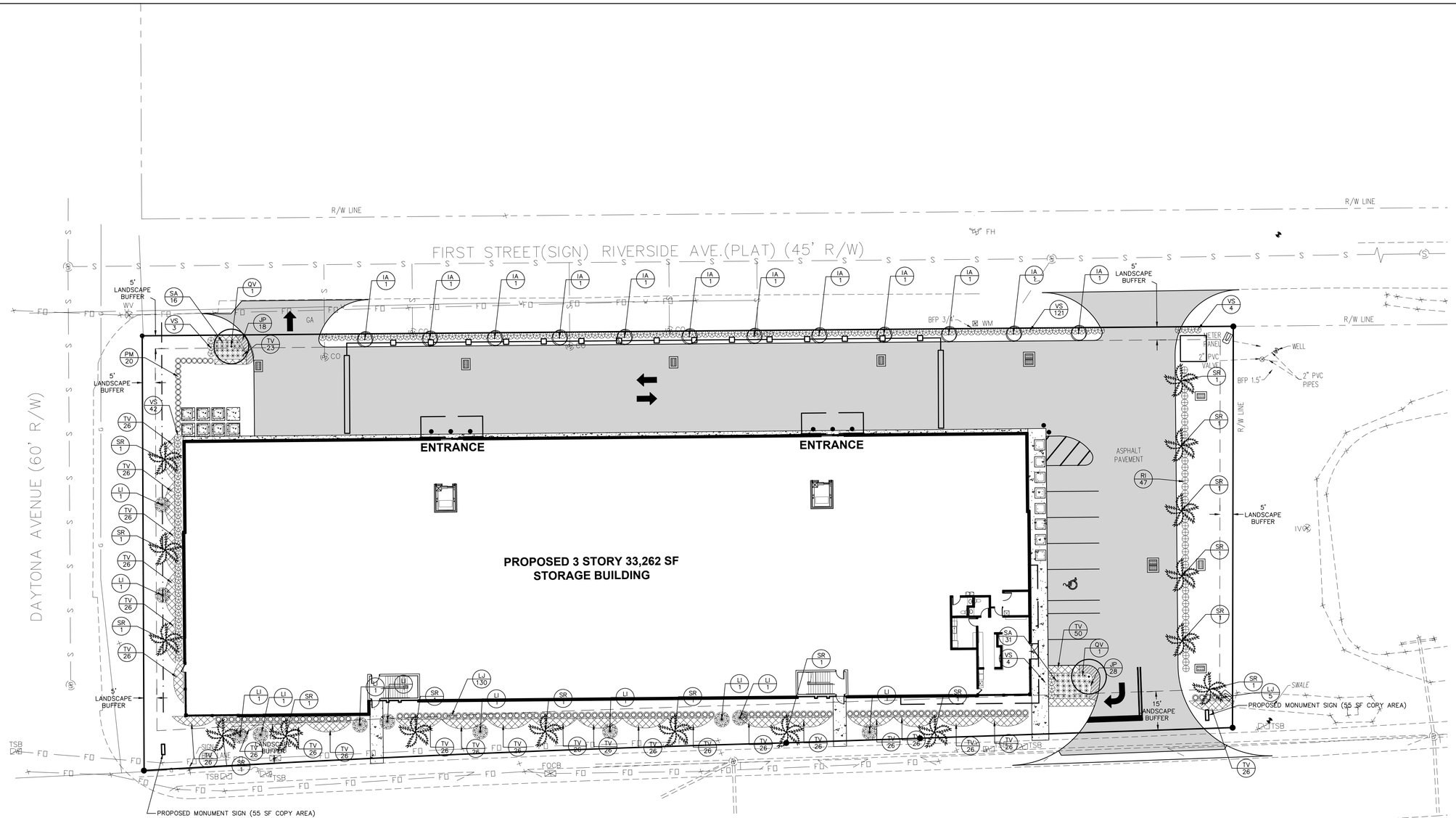


FUTURE LAND USE MAP

AERIAL MAP

Attachment: Concept Plan (rev 8-23-2024) (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

GRAPHIC SCALE
0 10 20 40 60
SCALE: 1" = 20'



PLANT LIST

SYMBOL	ABB.	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
	QV	2	QUERCUS VIRGINIANA	LIVE OAK	10'-12' HT. 2.5" MIN. CAL.
	SR	16	SYAGRUS ROMANZOFFIANA	QUEEN PALM	10'-12' HT.
	LI	10	LAGERSTROEMIA INDICA	CREPE MYRTLE	45 GAL., 8' HT. STANDARD TRUNK 2.5" MIN. CAL.
	JP	64	JUNIPEROUS "PARSONII"	PARSON'S JUNIPER	1 GAL., 12"-15" SPD. 18" O.C.
	TV	749	TULBAGHIA VIOLACEA	SOCIETY GARLIC	1 GAL., 12"-15" SPD., 20" O.C.
	RI	47	RAPHIOLEPIS INDICA	INDIAN HAWTHORN (WHITE VARIETY)	3 GAL., 30" O.C. 24" HT., MIN.
	VS	174	VIBURNUM SUSPENSUM	SANDANKA VIBURNUM	3 GAL., 30" O.C. 24" HT., MIN.
	PM	20	PODOCARPUS MACROPHYLLUS	YEW PODOCARPUS	3 GAL., 30" O.C. 24" HT., MIN.
	LJ	136	LIGUSTRUM JAPONICUM	LIGUSTRUM	3 GAL., 30" O.C. 24" HT., MIN.
	SA	53	SCHEFFLERA ARBORICOLA "TRINETTE"	VARIEGATED ARBORICOLA	3 GAL., 30" O.C. 24" HT., MIN.
	IA	12	ILEX X ATTENUATA "EAGLESTON"	EAGLESTON HOLLY	30 GAL., MIN. 8' HT 1.5" CAL.
SOD	ARGENTINE BAHIA SOD (SQ. FT.), UNLESS NOTED OTHERWISE ON PLANS				

NO.	DATE	DESCRIPTION	BY
		REVISIONS	
5	8/22/2024	REVISED SITE DATA TABLE	MAG
4	6/27/2024	REVISED	MAG
3	6/26/2024	REVISED SIGN AREA	MAG
2	6/25/2024	REVISED	MAG
1	4/18/2024	REVISED	MAG

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #32645 R.L.A. #2000553, STEVE BUSWELL P.E. #53985 R.L.A. #A6667011
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

148 MASON AVENUE
HOLLY HILL * FLORIDA

CONCEPTUAL LANDSCAPE PLAN

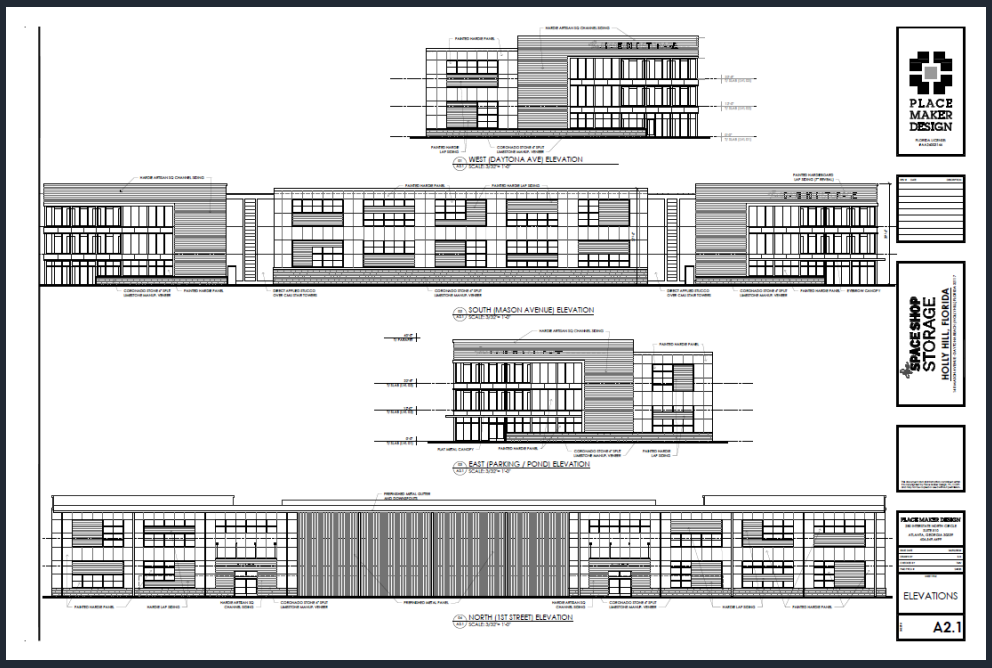
1
SHEET NO.

Drawn By: M .GRECO
Date: 02/20/2024
JOB #
SCALE: 1"=20'

SEAL

Attachment: Landscape Plan (rev 8-23-2024) (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

Renderings and Elevation



Attachment: Renderings and Elevation (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

Table 1: Land Use and Zoning Table

Mason Avenue Storage

	Existing Development	Future Land Use Designation	Zoning Classification
Site	**Vacant Land and Building**	**Commercial**	**CC-1**
North	**Single Family Homes & Vacant Land**	**Commercial and Low Density Residential**	**CC-1 and R-5**
South	**Mason Ave and Single Family Homes (Volusia County)**	**Volusia County**	**Volusia County**
East	**Pond**	**Pond**	**Pond**
West	**Business and Single-Family Home**	**Commercial**	**CC-1**

Attachment: Land Use and Zoning Table (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

11-2022

Exhibit to Ordinance No. _____

DEVELOPMENT AGREEMENT for the project known as 148 Mason Avenue Planned Unit Development (PUD) located at the corner of Mason Avenue and Daytona Avenue in Holly Hill, Florida (hereinafter referred to as the "Subject Property").

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as the "Agreement") is entered into and made as of the ___ day of _____, 20____, by and between the **CITY OF HOLLY HILL**, a Florida municipal corporation, with a mailing address of 1065 Ridgewood Avenue, Holly Hill, FL 32117 (hereinafter referred to as the "City"), **KBL PROPERTY INVESTMENTS, LLC**, a Florida limited liability company, whose mailing address is P.O. Box 148, Flagler Beach, FL 32136, **CHARLESDALE ASSOCIATES, INC.,** a Florida profit corporation, whose mailing address is P.O. Box 148, Flagler Beach, FL 32136 (hereinafter referred to as the "Owners"), and **STEIN INVESTMENT CO, LLC**, a Foreign limited liability company, whose mailing address is 5607 Glenridge Dr., NE, Suite 200, Atlanta, GA 30342 (hereinafter referred to as the "Developer").

W I T N E S S E T H

WHEREAS, the Owners warrant that they holds legal title to the lands located in Volusia County, Florida, and within the corporate limits of the City of Holly Hill, said lands being more particularly described in **Exhibit "A"**, Legal Description for the Subject Property, attached hereto and by this reference made a part hereof; and that the holders of any and all liens and encumbrances affecting such property will subordinate their interests to this Agreement; and

WHEREAS, the Owners/Developer have clear title of the Subject Property and the Developer is currently under contract to purchase the Subject Property and intends to develop such property; and

WHEREAS the Owners/Developer desire to facilitate the orderly development of the Subject Property in compliance with the laws and regulations of the City and of other governmental authorities, and the Owners/Developer desire to ensure that its development is compatible with other properties in the area and planned traffic patterns; and

WHEREAS the development permitted or proposed under this Development Agreement is consistent with the City's Comprehensive Plan, concurrency management system, and all land development regulations; and

WHEREAS it is the purpose of this Agreement to clearly set forth the understanding and agreement of the parties concerning the matters contained herein; and

WHEREAS the Owners/Developer has sought the City's approval to develop the Subject

Attachment: Development Agreement (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

Property, and the City approved **Ordinance No**. _____, through rezoning the Subject Property to a form of Planned Unit Development (PUD), as defined under the City's Land Development Code; and

WHEREAS, the PUD shall consist of this Agreement as the Written Development Agreement of the PUD, and a Preliminary Plan also known as the Preliminary Development Plan, attached hereto as **Exhibit, "B"**, subject to the covenants, restrictions, and easements offered by the Owner/Developer and contained herein, (hereinafter the "Master Development Plan"). Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals and Definitions.** The recitals herein contained are true and correct and are incorporated herein by reference. All capitalized terms not otherwise defined herein shall be as defined or described in the City's Land Development Code as it may be amended from time to time, unless otherwise indicated.

2. **Title Opinion/Certification.** The Developer will provide to the City, in advance of the City's execution and recordation of this Agreement, a title opinion from a licensed attorney in the state of Florida, or a certification by an abstractor or title company authorized to do business in the state of Florida, verifying marketable title to the Subject Property to be in the name of the Owner/Developer and any and all liens, mortgages, and other encumbrances that are either satisfied or not satisfied or released of record. A unity of title agreement may be executed to ensure the property is held by the Owners pending development as proposed by this Agreement.

3. **Subordination/Joinder.** Unless otherwise agreed to by the City and if applicable, all liens, mortgages, and other encumbrances that are not satisfied or released of record, must be subordinated to the terms of this Agreement or the Lienholder join in this Agreement. It shall be the responsibility of the Owner/Developer to promptly obtain the said subordination or joinder, in a form and substance that is acceptable to the City Attorney, prior to the execution and recordation of this Agreement.

4. **Duration.** The duration of this Agreement is binding and runs with the land in perpetuity, unless amended.

5. **Development of the Subject Property**. Development of the Subject Property shall be subject to performance standards listed in this Agreement. Where a land use listed below differs from a defined use in the City of Holly Hill's Code of Ordinances, the use listed in this Agreement

Attachment: Development Agreement (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

shall prevail.

A. Permitted principal uses allowable on the Subject Property:

- Administrative offices.
- Business services.
- General office uses.
- Mini warehouses.
- Self-service storage facilities.
- Personal services.
- Professional services offices.
- Uses customarily associated with, dependent on and incidental to the permitted principal use.

B. Prohibited principal uses, if any:

1. Unless a use is specifically stated as permitted, it is prohibited.

C. Subject Property Size: Approximately 1.544 +/- acres.

D. Maximum FAR: 1.5.

E. Impervious surface is not to exceed 80% of the gross square footage for the Subject Property, as illustrated on Exhibit "B".

F. Minimum landscape buffer-yard requirements:

1. South Buffer Width (Mason Ave) - 15 feet
2. West Buffer Width (Daytona Ave) - 15 feet
3. East Buffer Width (Parking Area) - 10 feet
4. North Buffer Width (1st Street) - 5 feet

G. Maximum building length: 325 ft.

H. Minimum lot width (in feet): 100 ft.

I. Maximum lot coverage: 50%.

J. Minimum building setbacks:

1. South Setback (Mason Ave) - 15 feet
2. West Setback (Daytona Ave) - 15 feet
3. East Setback (Parking Area) - 10 feet
4. North Setback (1st Street) - 40 feet

Attachment: Development Agreement (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

K. Maximum building height (in feet): 40 feet.

L. Minimum parking standards are as shown and stated on the Preliminary Plan.

M. The project shall consist of 1 phase.

N. Architectural controls and development on the Subject Property shall follow a common architectural theme as listed in this Agreement by harmoniously coordinating the general appearance of all buildings and accessory structures.

O. Utility provision and dedication: The Owners/Developer shall connect to the City of Holly Hill's central utility systems when available, or to another approved utility provider where applicable, at their sole cost and expense. Utility fees shall be paid to City of Holly Hill or to the applicable utility provider.

P. Stormwater and environmental: Per parcel stormwater systems or master stormwater systems shall be owned and maintained by an established Property Owner's Association, or by the property owner in private ownership, and shall not be dedicated to or become the responsibility of the City of Holly Hill. All environmental permitting, mitigation, and/or soil and erosion control for the property shall conform to all federal, state, and local permits/requirements, and shall be the sole responsibility of the Property Owner's Association, or by the property owner, and shall be maintained in good condition/standing with the applicable permitting authorities. Best Management Practices and conformance to National Pollutant Discharge Elimination System (NPDES) criteria are required.

Q. Transportation, site access, and traffic devices: The Owners/Developer are responsible for all transportation improvements within the Subject Property and any off-site transportation improvements required because of the proposed development, for site function, which maintains or improves the level of service for area roadways, and ensures the public health, safety, and welfare for the community. All permits shall be obtained from appropriate permitting agencies prior to development and the City shall determine the appropriate level of service per the City Comprehensive Plan and current traffic counts.

R. The development criteria set forth in this Section 5 shall apply to configuration of the Property in its current configuration. In the event that additional right-of-way is needed for dedication to Volusia County, such dedication shall not impact the development footprint for the Property, which shall be measured from the existing site boundaries.

S. Minor adjustments to the development criteria for lot width, buffer width, and minimum setbacks set forth in this Section 5 shall be permitted as minor amendments,

Attachment: Development Agreement (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

so long as such adjustments do not exceed 10% of any of the stated criteria, and shall not impact the general intent and character of the approved project.

T. The project shall provide a minimum of 19% of open space.

6. **Development Permits/Fees.** The Owners/Developer are responsible for obtaining permitting, and the payment of all fees for facilities and services for the Subject Property. Any site permits shall be kept current with the respective permitting agency and shall ensure the protection of the public health, safety, and welfare of the community and the development. All impact fees are applicable, and no impact fee credits shall be awarded through this Agreement; unless a cessation exists through a City moratorium that is Citywide. Proportionate fair share site improvements shall not be used in lieu of impact fees.

7. **Site Plan/Plat Approval.** The Master Development Plan, is the Preliminary Plan and this Written Development Agreement. The Master Development Plan shall not replace, supersede, or absolve the Owners/Developer from approvals for any site plan, preliminary plat, and/or final plat and their respective regulations. Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply.

8. **Indemnification.** The Owners/Developer shall indemnify and hold the City harmless from any and against all claims, demands, disputes, damages, costs, expenses, (to include attorneys' fees whether or not litigation is necessary and if necessary, both at trial and on appeal), incurred by the City as a result, directly or indirectly, of the use or development of the Subject Property, except those claims or liabilities caused by or arising from the negligence or intentional acts of the City, or its employees or agents. It is specifically understood that the City is not guaranteeing the appropriateness, efficiency, quality or legality of the use or development of the Subject Property, including but not limited to, drainage or water/sewer plans, fire safety, or quality of construction, whether inspected, approved, or permitted by the City.

9. **Compliance.** The Owners/Developer agree that it, and their successors and assigns, will abide by the provisions of this Agreement, the City's Comprehensive Plan and the City's Code of Ordinances, including but not limited to, the site plan regulations of the City as amended from time to time, which are incorporated herein by reference and such subsequent amendments hereto as may be applicable. Further, all required improvements, including landscaping, shall be continuously maintained by the Owners/Developer, or their successors and assigns, in accordance with the City's Code of Ordinances. The City may, without prejudice to any other legal or equitable right or remedy it may have, withhold permits, Certificates of Occupancy, or plan/plat approvals to the Subject Property, should the Owners/Developer fail to comply with the terms of this Agreement. In the event of a conflict between this Development Agreement and the City's Land Development Code, the more restrictive regulations shall govern the development of the Subject Property.

Attachment: Development Agreement (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

10. **Obligations for Improvements.** Any surface improvement as described and required hereunder included, but not limited to such as signalization, walls, stormwater management facilities, medians, and utilities, or any other surface improvement shall be performed prior to the issuance of the first Certificate of Occupancy on that portion of the Subject Property that the surface improvement(s) relates or is otherwise scheduled in this Agreement. Should the Owners/Developer fail to undertake and complete its obligations as described in this Agreement and to the City's specifications, then the City shall give the Owners/Developer thirty (30) days written notice to commence and ninety (90) days to complete said required obligation at the sole expense of the Owners/Developer. If the Owners/Developer fails to complete the obligations within the ninety (90) day period, then the City, without further notice to the Owners/Developer and their successors and assigns in interest, may but shall not be required to, perform such obligations at the expense of the Owners/Developer or their successors and assigns in interest, without prejudice to any other rights or remedies the City may have under this Agreement. Further, the City is hereby authorized to immediately recover the actual and verified cost of completing the obligations required under this Agreement and any legal fees from the Owners/Developer in an action at law for damages, as well as record a lien against the Subject Property in that amount. The lien of such assessments shall be superior to all others, and all existing lienholders and mortgagees. Notice to the Owners/Developer and their successors and assigns in interest shall be deemed to have been given upon the mailing of notice as provided in **paragraph (16)** of this Agreement.

11. **Environmental and Tree Preservation.** The Owners/Developer is responsible to obtain all site related permits and approval prior to any development activity on or for the Subject Property. This may involve mitigation for habitat of threatened or endangered flora and fauna or species identified for protection (i.e., tree preservation). This Agreement does not vest or exempt the Owners/Developer from any permitting and mitigation obligations needed to develop a Subject Property.

12. **Homeowners Association or Property Owners Association.** The charter and by-laws of any Property Owner's Association ("POA") for the Subject Property and any deed restrictions related thereto shall be furnished to the City for approval by the City Attorney prior to the recording thereof in the Public Records of Volusia County, Florida. Such recording shall take place before a Certificate of Occupancy is issued for the first development project on land covered by this Agreement. The POA shall at a minimum be responsible for maintaining the common open space, any common utility systems, such as for irrigation and site lighting, and project signage. The Owners/Developer shall be responsible for establishing the POA and recording said information in the Public Records of Volusia County, Florida. The City is not responsible for the enforcement of any agreements or deed restrictions entered into between property owners or occupiers of the Subject Property. If maintenance for the Subject Property is not maintained following issuance of a Certificate of Occupancy, the property owner shall be subject to code enforcement.

Attachment: Development Agreement (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

13. **Enforcement.** Both parties may seek specific performance of this Agreement and/or bring an action for damages in a court within Volusia County, Florida, if either party breaches this Agreement. If enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, the Owners/Developer shall be responsible for the payment of all the City's costs and expenses, including attorney fees, whether or not litigation is necessary and, if necessary, both at trial and on appeal. Such costs, expenses and fees shall also be a lien upon the Subject Property superior to all others. Should this Agreement require the payment of any monies to the City, the recording of this Agreement shall constitute a lien upon the Subject Property for said monies, until said are paid, in addition to such other obligations as this Agreement may impose upon the Subject Property and the Owners/Developer. Interest on unpaid overdue sums shall accrue at the rate of the lesser of eighteen percent (18%) compounded annually or at the maximum rate allowed by law.

14. **Utility Easements.** For any easement not established on a plat for the Subject Property, the Owners/Developer shall provide to the City such easements and other legal documentation, in a form mutually acceptable to the City Attorney and the Owners/Developer, as the City and Developer may deem reasonably necessary or appropriate for the installation and maintenance of the utility and other services, including but not limited to, sanitary sewer, potable water, and reclaimed water services, electric, cable, gas, fire protection and telecommunications.

15. **Periodic Review.** The City reserves the right to review the Subject Property in relation to this Agreement periodically to determine if there has been demonstrated good faith compliance with the terms of this Agreement. If the City finds that based on substantial competent evidence that there has been a failure to comply with the terms of this Agreement, the City may not issue development orders or permits until compliance with this Agreement has been established.

16. **Notices.** Where notice is herein required to be given, it shall be by certified mail return receipt requested, hand delivery or nationally recognized courier, such as Federal Express or UPS. E-mail delivery of documents shall not replace or be in lieu of the aforementioned process. Said notice shall be sent to the following, as applicable:

OWNERS/DEVELOPER'S REPRESENTATIVES:

KBL Property Investments, LLC (Owner)
Attn: Robert Goldberg
P.O. Box 148
Flagler Beach, FL 32136

With Copy To: Cobb Cole Law Firm
Attn: Mark A. Watts, Esq.
231 N. Woodland Blvd.
DeLand, FL 32720

Attachment: Development Agreement (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

Charlesdale Associates, Inc. (Owner)
Attn: Robert Goldberg
P.O. Box 148
Flagler Beach, FL 32136

Stein Investment Co, LLC (Developer)
Attn: Daniel Ginburg
5607 Glenridge Dr., NE, Suite 200
Atlanta, GA 30342

CITY'S REPRESENTATIVES:
City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

With copy to:

Director
Community Development
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

Should any party identified above change, it shall be said party's obligation to notify the remaining parties of the change in a fashion as is required for notices herein. It shall be the Owners/Developer's obligation to identify its lender(s) to all parties in a fashion as is required for notices herein.

17. **Compliance with the Law.** The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owners/Developer of the Subject Property from the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

18. **Captions.** The captions used herein are for convenience only and shall not be relied upon in construing this Agreement.

19. **Binding Effect.** This Agreement shall run with the land, and shall be binding upon and inure to the benefit of the Owner/Developer and their successors and assigns in interest, and the City and their successor and assigns in interest. This Agreement shall become effective upon its execution and recordation with the Public Records of Volusia County, Florida. This Agreement does not, and is not intended to, prevent, or impede the City from exercising its legislative authority as the same may affect the Subject Property.

20. **Subsequently Enacted State or Federal Law.** If either state of federal law is enacted after the effective date of this Agreement that is applicable to and precludes the parties' compliance with the terms of this Agreement, this Agreement and correlating zoning amendment

Attachment: Development Agreement (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

shall be modified or revoked, as is necessary, to comply with the relevant state or federal law.

21. **Severability.** If any part of this Development Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Development Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be effected. To that end, this Development Agreement is declared severable.

22. **Covenant Running with the Land.** This Agreement shall run with the Subject Property and inure to and be for the benefit of the parties hereto and their respective successors and assigns and any person, firm, corporation, or entity who may become the successor in interest to the Subject Property or any portion thereof.

23. **Recordation of Agreement.** The parties hereto agree that an executed original of this Agreement shall be recorded by the City, at the Developer's expense, in the Public Records of Volusia County, Florida.

24. **Applicable Law/Venue.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue of any litigation relating to this Agreement shall be in the courts of Volusia County, Florida.

25. **Time of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement. The Owners/Developer shall execute this Agreement within ten (10) business days of City Commission adoption and agrees to pay the cost of recording this document in the Public Records of Volusia County, Florida. Failure to execute this Agreement within ten (10) business days of this ordinance adoption may result in the City not issuing development orders or permits until execution and recordation of this Agreement has occurred.

26. **Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings, and agreements, with respect to the subject matter hereof; provided however, that it is agreed that this Agreement is supplemental to the City's Comprehensive Plan and does not in any way rescind or modify any provisions of the City's Comprehensive Plan. Amendments to and waivers of the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

27. **Amendments.** Amendments to the Master Development Plan (MDP) shall be subject to the requirements of Section 114-771(g)(4) of the City of Holly Hill Land Development Regulations, which state that minor amendments to the Preliminary Plan not violating any terms of the written development agreement and not altering the intent and purpose of the MDP may be approved by the Development Code Administrator after such departmental comment as he/she deems appropriate. Minor changes shall be limited to items such as small adjustments to building

Attachment: Development Agreement (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

footprints, allocation of uses within a defined parcel such as retention areas, parking etc. Major amendments will require full review and shall include relocation of uses on the site, except as permitted by the MDP, changes to building styles, changes to landscaping requirements, etc. Decisions as to whether modifications are Major or Minor shall be at the sole discretion of the Development Code Administrator.

28. **Effective Date.** The Effective Date of this Agreement shall be the day this Agreement is recorded in the Public Records of Volusia County, Florida.

Attachment: Development Agreement (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

IN WITNESS WHEREOF, the Owners, the Developer and the City have executed this Agreement.

OWNER: KBL PROPERTY INVESTMENTS, LLC

By:

_____
Signature of Witness # 1

_____
Signature

_____
Print or type name

_____
Print or type name

As:

_____
Signature of Witness #2

_____
Print or type

ATTEST:

_____
Print or type name

_____
Signature

_____
Print or Type Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization,** this ____ day of _____, _____ (year), by _____, who is _____ of KBL Property Investments, LLC, and who is ___ personally known to me or ___ produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

_____
Notary Signature

_____
Printed Name

Commission No.: _____
My Commission Expires: _____

Attachment: Development Agreement (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

OWNER: CHARLESDALE ASSOCIATES, INC.

By:

_____
Signature of Witness # 1

_____
Signature

_____
Print or type name

_____
Print or type name
As:

_____
Signature of Witness #2

_____
Print or type

ATTEST:

_____
Print or type name

_____
Signature

_____
Print or Type Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization,** this ____ day of _____, _____ (year), by _____, who is _____ of Charlesdale Associates, Inc. and who is ___ personally known to me or ___ produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

_____
Notary Signature

_____
Printed Name

Commission No.: _____
My Commission Expires: _____

Attachment: Development Agreement (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

DEVELOPER: STEIN INVESTMENT CO, LLC

By:

_____
Signature of Witness # 1

_____
Signature

_____
Print or type name

_____
Print or type name
As:

_____
Signature of Witness #2

_____
Print or type

_____
Print or type name

ATTEST:

_____
Signature

_____
Print or Type Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization,** this ____ day of _____, _____ (year), by _____, who is _____ of Stein Investment Co, LLC. and who is ____ personally known to me or ___ produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

_____
Notary Signature

_____
Printed Name

Commission No.: _____
My Commission Expires: _____

Attachment: Development Agreement (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

CITY OF HOLLY HILL:

By: _____

Date: _____

ATTEST:

_____

Date: _____

Mailing Address:
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization,** this ____ day of _____, ____ (year), by _____, who is personally known to me or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

_____
Notary Signature

_____
Printed Name

Commission No.: _____
My Commission Expires: _____

Approved as to form and legality for use and reliance by the City of Holly Hill, Florida

_____
Scott Simpson, City Attorney

Attachment: Development Agreement (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

EXHIBIT "A"
Legal Description

PARCEL A:

LOT 5, BRITTON'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 9, PAGE 143, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. LESS AND EXCEPT ANY PORTION LYING WITH THE STATE ROAD RIGHT OF WAY.

LOTS 4 AND 6, BRITTON SUBDIVISION, AS RECORDED IN PLAT AS RECORDED IN MAP BOOK 9, PAGE 143, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. LESS AND EXCEPT ANY PORTION LYING WITHIN THE STATE ROAD RIGHT OF WAY.
LOTS 7 AND 8, BRITTON SUBDIVISION, AS RECORDED IN PLAT AS RECORDED IN MAP BOOK 9 PAGE 143, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
LOT 1, AND WESTERLY 24.9 FEET OF LOT 2, BLOCK A, SAULSBURY PLACE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 103, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
LOT 2, EXCEPT THE EAST 25.3 FEET AND THE WEST 24.9 FEET BLOCK A, SAULSBURY PLACE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 103, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL B:

PARCEL 1:
LOT 6, EXCEPTING THE WESTERLY 9.0 FEET THEREOF AND EXCEPTING THE WESTERLY 30 FEET OF THE NORTHERLY 60.7 FEET THEREOF, SIMPSON SUBDIVISION AS PER MAP IN MAP BOOK 11, PAGE 131, AND EXCEPTING THAT PORTION DEEDED FOR STATE ROAD RIGHT OF WAY BEING MORE PARTICULARLY DESCRIBED IN WARRANTY DEED RECORDED OFFICIAL RECORDS BOOK 3899, PAGE 2533, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 2:
PART OF LOT ONE (1), SIMPSON'S SUBDIVISION, BEING A RESUBDIVISION OF A PORTION OF BLOCK THIRTY-SIX (36), MASON AND CARSWELL'S HOLLY HILL, FLORIDA, AS PER MAP RECORDED IN MAP BOOK 11, PAGE 131, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF MASON AVENUE (60 FEET WIDE) AT THE DISTANCE OF 158.78 FEET MEASURED ALONG SAID RIGHT-OF-WAY LINE OF MASON AVENUE SOUTH 63 DEGREES 27 MINUTES 46 SECONDS WEST FROM THE SOUTHERLY END OF THE CURVED LINE WHICH CONNECTS THE NORTHERLY RIGHT-OF-WAY LINE OF MASON AVENUE WITH THE WESTERLY RIGHT-OF-WAY LINE OF NORTH BEACH STREET (ALSO KNOWN AS DIXIE HIGHWAY), SAID POINT OF BEGINNING ALSO BEING AT THE SOUTHWESTERLY CORNER OF PREMISES CONVEYED BY THE ATLANTIC REFINING COMPANY TO METROPOLITAN LIFE INSURANCE COMPANY, BY DEED DATED DECEMBER 15, 1952, AND RECORDED AMONG THE PUBLIC RECORDS OF VOLUSIA COUNTY, IN DEED BOOK 479, PAGE 202; FROM SAID POINT OF BEGINNING EXTENDING THENCE (1) ALONG SAID RIGHT-OF-WAY LINE OF MASON AVENUE, SOUTH 63 DEGREES 27 MINUTES 46 SECONDS WEST 138.88 FEET TO A POINT IN LINE OF OTHER LANDS CONVEYED BY THE ATLANTIC REFINING COMPANY TO

Attachment: Development Agreement (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

R. C. WILLIAMS, THENCE (2) ALONG SAID OTHER LANDS CONVEYED BY THE ATLANTIC REFINING COMPANY TO R. C. WILLIAMS, NORTH 26 DEGREES 32 MINUTES 14 SECONDS WEST 197.67 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF RIVERSIDE PLACE; THENCE (3) ALONG SAID SOUTHERLY RIGHT-OF-WAY OF RIVERSIDE PLACE, NORTH 63 DEGREES 24 MINUTES EAST 138.87 FEET TO A POINT IN LINE OF OTHER LANDS OF THE ATLANTIC REFINING COMPANY; AND THENCE (4) PARTLY ALONG LINE OF OTHER LANDS OF THE ATLANTIC REFINING COMPANY AND PARTLY ALONG LINE OF LANDS OF METROPOLITAN LIFE INSURANCE COMPANY, SOUTH 26 DEGREES 32 MINUTES 14 SECONDS EAST 197.83 FEET TO THE PLACE OF BEGINNING.

ALSO, BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF MASON AVENUE (60 FEET WIDE) THE DISTANCE OF 297.66 FEET MEASURED ALONG SAID RIGHT-OF-WAY LINE OF MASON AVENUE SOUTH 63 DEGREES 27 MINUTES 46 SECONDS WEST FROM THE SOUTHERLY END OF THE CURVED LINE WHICH CONNECTS THE NORTHERLY RIGHT-OF-WAY LINE OF MASON AVENUE WITH THE WESTERLY RIGHT-OF-WAY LINE OF NORTH BEACH STREET (ALSO KNOWN AS DIXIE HIGHWAY), SAID POINT OF BEGINNING ALSO BEING AT THE SOUTHWESTERLY CORNER OF OTHER LANDS CONVEYED BY THE ATLANTIC REFINING COMPANY TO R. C. WILLIAMS; FROM SAID POINT OF BEGINNING EXTENDING THENCE (1) ALONG SAID RIGHT-OF-WAY LINE OF MASON AVENUE SOUTH 63 DEGREES 27 MINUTES 46 SECONDS WEST 150 FEET TO A POINT AT THE SOUTHWESTERLY CORNER OF SAID LOT NO. 1 OF "THE SIMPSON SUBDIVISION"; THENCE (2) ALONG THE WESTERLY LINE OF SAID LOT NO. 1 NORTH 26 DEGREES 30 MINUTES WEST 197.50 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF RIVERSIDE PLACE AT THE NORTHWESTERLY CORNER OF SAID LOT NO. 1, THENCE (3) ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF RIVERSIDE PLACE, NORTH 63 DEGREES 24 MINUTES EAST 149.87 FEET TO A POINT IN LINE OF SAID OTHER LANDS CONVEYED BY THE ATLANTIC REFINING COMPANY TO R. C. WILLIAMS, AND THENCE (4) ALONG SAID LINE OF OTHER LANDS CONVEYED TO R. C. WILLIAMS SOUTH 26 DEGREES 32 MINUTES 14 SECONDS EAST 197.67 FEET TO THE PLACE OF BEGINNING.

EXCEPTING FROM THE ABOVE-DESCRIBED PARCEL, THAT PORTION DEEDED FOR STATE ROAD RIGHT-OF-WAY BEING MORE PARTICULARLY DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 3899. PAGE 2533, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL C:

PARCEL 1:
THE EASTERLY 25.3 FEET OF LOT TWO (2) AND THE WESTERLY 25 FEET OF LOT THREE (3), AS MEASURED ALONG FIRST STREET, BLOCK "A", SAULSBURY'S PLACE, A SUBDIVISION OF BLOCK 36, MASON AND CARSWELL'S HOLLY HILL, AS PER MAP THEREOF IN MAP BOOK 6, PAGE 103, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND

THE EAST 3/4 OF LOT 3, BLOCK "A", SAULSBURY PLACE, HOLLY HILL, AND INCLUDING WEST 30 FEET OF NORTH 60 FEET OF LOT 6, SIMPSON SUBDIVISION, BLOCK 36, MASON AND CARSWELL'S HOLLY HILL AS PER MAP THEREOF IN MAP BOOK 11, PAGE 131, OF THE

Attachment: Development Agreement (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND

PARCEL 2:
LOT TWO (2), BRITTON SUBDIVISION, PER MAP IN MAP BOOK 9, PAGE 143, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND ALSO THE WESTERLY 9 FEET OF LOT ELEVEN (11), AND THE WESTERLY 9 FEET OF THE SOUTH 1/2 OF LOT TWELVE (12), BLOCK 36, MASON AND CARSWELL'S HOLLY HILL, PER MAP RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND LOT THREE (3), BRITTON'S SUBDIVISION OF THE SOUTH 1/2 OF LOT NINE (9), AND ALL OF LOT TEN (10), BLOCK 36, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP RECORDED IN BOOK 9, PAGE 143, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LESS AND EXCEPT THAT PORTION TAKEN BY ORDER OF TAKING RECORDED APRIL 25, 1994 IN OFFICIAL RECORDS BOOK 3914, PAGE 427, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

THAT PART OF LOTS 2 AND 3, BRITTON'S SUBDIVISION, AS RECORDED IN MAP BOOK 9, PAGE 143, AND LOT 6, THE SIMPSON SUBDIVISION, AS RECORDED IN MAP BOOK 11, PAGE 131, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA IN SECTION 37, TOWNSHIP 15 SOUTH, RANGE 33 EAST, DESCRIBED AS FOLLOWS:
COMMENCE AT THE 3" IRON PIPE MARKING THE NORTHWEST CORNER OF LOT 8, OF SAID BRITTON'S SUBDIVISION; THENCE SOUTH 25°20'46" EAST, ALONG THE EAST LINE OF DAYTONA AVENUE, 136.53 FEET TO THE SOUTHWEST CORNER OF LOT 6, OF SAID BRITTON'S SUBDIVISION; THENCE NORTH 64°29'54" EAST ALONG THE EXISTING NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 430, A DISTANCE OF 200.00 FEET TO THE SOUTHWEST CORNER OF LOT 3, OF SAID BRITTON'S SUBDIVISION FOR THE POINT OF BEGINNING; THENCE NORTH 25°20'46" WEST ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 37.71 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 7,685.56 FEET, AND A CHORD BEARING NORTH 63°13'46" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°21'14", A DISTANCE OF 47.47 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 11,414.38 FEET, AND A CHORD BEARING NORTH 63°16'40" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°15'32", A DISTANCE OF 51.56 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF THE WEST 9.00 FEET OF LOT 6, OF SAID THE SIMPSON SUBDIVISION; THENCE SOUTH 25°20'46" EAST ALONG SAID EAST LINE, 39.86 FEET TO THE EXISTING NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 430; THENCE SOUTH 64°29'54" WEST ALONG SAID EXISTING NORTHERLY RIGHT-OF-WAY LINE, 99.00 FEET, TO THE POINT OF BEGINNING.

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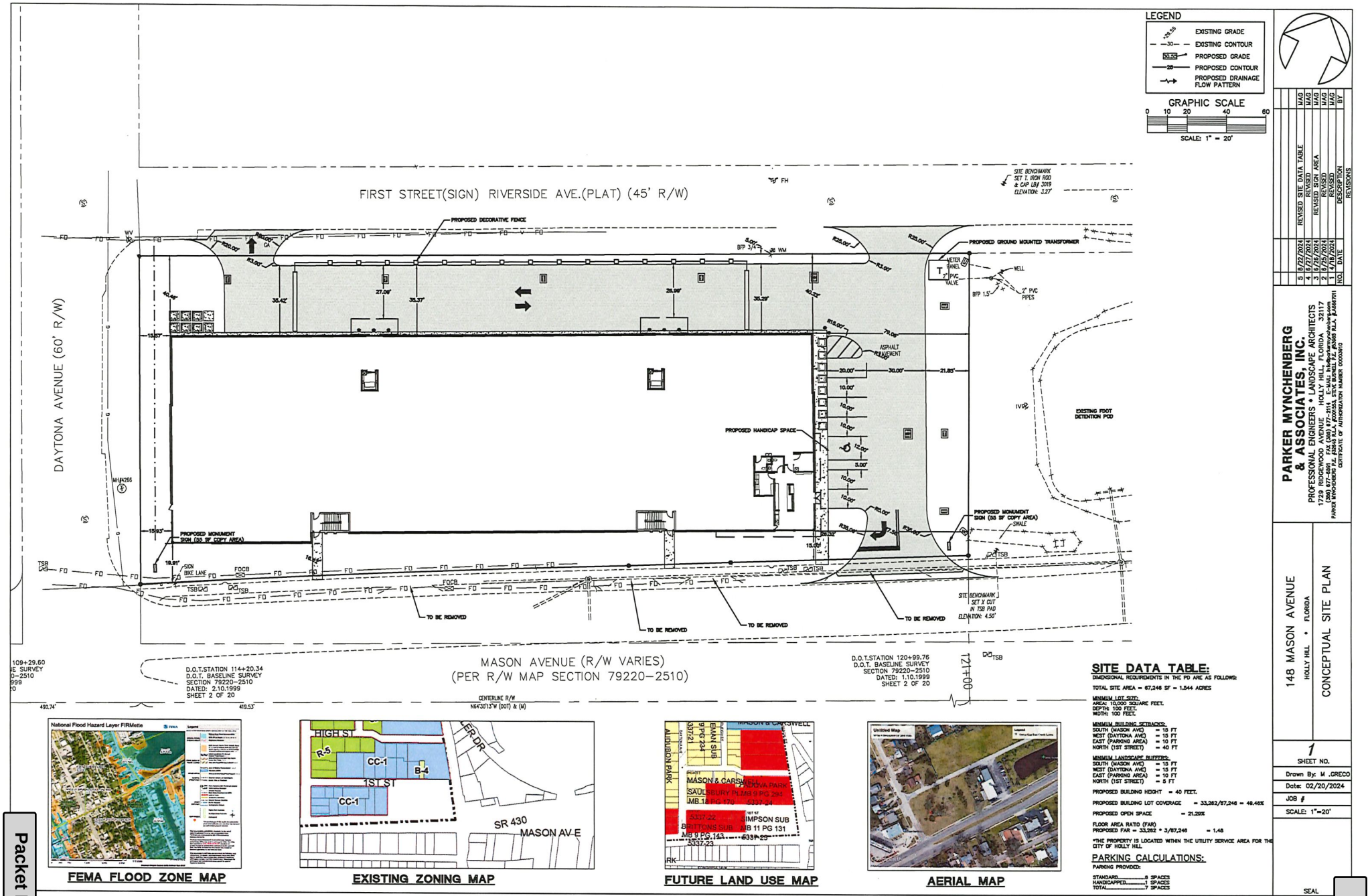
EXHIBIT "B"
Preliminary Plan

Attachment: Development Agreement (2024-O-3079 : Mason Avenue Storage Facility Planned Development)



SITE DATA TABLE:

DIMENSIONAL REQUIREMENTS IN THE PD ARE AS FOLLOWS:

TOTAL SITE AREA = 67,246 SF = 1.544 ACRES

MINIMUM LOT SIZE:
AREA: 10,000 SQUARE FEET.
DEPTH: 100 FEET.
WIDTH: 100 FEET.

MINIMUM BUILDING SETBACKS:
SOUTH (MASON AVE) = 15 FT
WEST (DAYTONA AVE) = 15 FT
EAST (PARKING AREA) = 10 FT
NORTH (1ST STREET) = 40 FT

MINIMUM LANDSCAPE BUFFERS:
SOUTH (MASON AVE) = 15 FT
WEST (DAYTONA AVE) = 15 FT
EAST (PARKING AREA) = 10 FT
NORTH (1ST STREET) = 5 FT

PROPOSED BUILDING HEIGHT = 40 FEET.

PROPOSED BUILDING LOT COVERAGE = 33,282/67,246 = 49.48%

PROPOSED OPEN SPACE = 21.29%

FLOOR AREA RATIO (FAR)
PROPOSED FAR = 33,282 ÷ 3/67,246 = 1.48

*THE PROPERTY IS LOCATED WITHIN THE UTILITY SERVICE AREA FOR THE CITY OF HOLLY HILL

PARKING CALCULATIONS:

PARKING PROVIDED:

STANDARD.....8 SPACES
HANDICAPPED.....1 SPACES
TOTAL.....7 SPACES

FEMA FLOOD ZONE MAP

EXISTING ZONING MAP

FUTURE LAND USE MAP

AERIAL MAP

NO.	DATE	DESCRIPTION	BY
5	8/22/2024	REVISED SITE DATA TABLE	MAG
4	8/7/2024	REVISED	MAG
3	6/28/2024	REVISED SIGN AREA	MAG
2	5/25/2024	REVISED	MAG
1	4/18/2024	REVISED	MAG

REVISIONS

PARKER MYNCHENBERG & ASSOCIATES, INC.
PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-8110 FAX (386) 677-8165
PARKER MYNCHENBERG P.E. #39415 R.L.A. #0001554, STEVE BURRELL P.E. #59685 R.L.A. #6666701
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

148 MASON AVENUE
HOLLY HILL • FLORIDA

CONCEPTUAL SITE PLAN

1
SHEET NO.

Drawn By: M .CRECO
Date: 02/20/2024
JOB #
SCALE: 1"=20'

SEAL

ALTA / NSPS LAND TITLE SURVEY

FOR

STEIN INVESTMENT COMPANY, LLC.

A PORTION OF

SECTION 37–TOWNSHIP 15 SOUTH–RANGE 33 EAST
VOLUSIA COUNTY, FLORIDA

LOCATION

134 MASON AVENUE, HOLLY HILL, FLORIDA

LEGAL DESCRIPTION: (PROVIDED BY CLIENT)

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PARCEL C:

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THE EASTERLY 25.3 FEET OF LOT TWO (2) AND THE WESTERLY 25 FEET OF LOT THREE (3), AS MEASURED ALONG FIRST STREET, BLOCK "A", SAULSBURY'S PLACE, A SUBDIVISION OF BLOCK 36, MASON AND CARSWELL'S HOLLY HILL, AS PER MAP THEREOF IN MAP BOOK 6, PAGE 103, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

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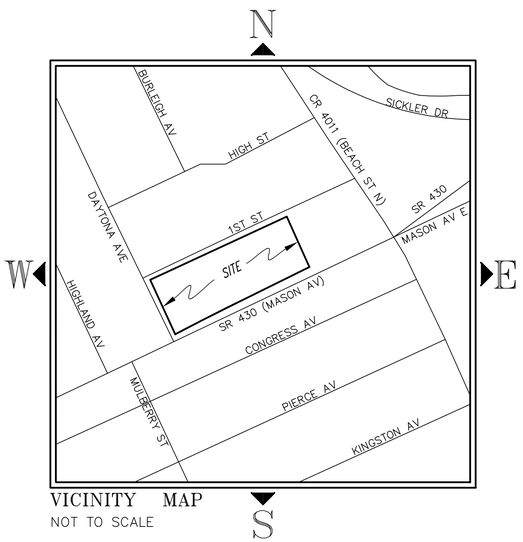
AND

CONTINUED...

ZONING INFORMATION

NONE PROVIDED.



VICINITY MAP
NOT TO SCALE

LEGAL DESCRIPTION CONTINUED:

PARCEL 2:

LOT TWO (2), BRITTON SUBDIVISION, PER MAP IN MAP BOOK 9, PAGE 143, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND ALSO THE WESTERLY 9 FEET OF LOT ELEVEN (11), AND THE WESTERLY 9 FEET OF THE SOUTH 1/2 OF LOT TWELVE (12), BLOCK 36, MASON AND CARSWELL'S HOLLY HILL, PER MAP RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND LOT THREE (3), BRITTON'S SUBDIVISION OF THE SOUTH 1/2 OF LOT NINE (9), AND ALL OF LOT TEN (10), BLOCK 36, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP RECORDED IN BOOK 9, PAGE 143, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

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INDEX OF SHEETS:

1 COVER SHEET (CURRENT)

2 ALTA/NSPS LAND TITLE SURVEY

NOTE:
THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 TO 2

SURVEY NOTES:

1. THIS PLAT OF SURVEY HAS BEEN PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, HAVING A COMMITMENT NUMBER OF FL252312090JC/232691ATL, AND DATED DECEMBER 26, 2023, AT 08:00 AM.

2. THE MEASURED BEARINGS SHOWN HEREON ARE (GRID BEARINGS) BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, DERIVING A BEARING OF N25° 19' 41"W, ALONG EASTERLY RIGHT OF WAY OF DAYTONA AVENUE.

3. UNDERGROUND FOUNDATIONS, IF ANY HAVE NOT BEEN LOCATED OR SHOWN AS A PART OF THIS SURVEY.

4. EVIDENCE OF ABOVE GROUND UTILITIES HAVE BEEN LOCATED AS A PART OF THIS SURVEY. UNDERGROUND UTILITIES HAVE BEEN LOCATED BY SLIGER AND ASSOCIATES, INC. AS MARKED BY "CALL SUNSHINE", 811.

5. ELEVATIONS REFER TO N.A.V.D. OF 1988, PER THE CITY OF DAYTONA BEACH PUBLIC WORKS DEPARTMENT, ENGINEERING DIVISION BENCHMARK NUMBER RMR–17 HAVING A PUBLISHED ELEVATION OF 3.293 FEET.

6. THIS PROPERTY IS LOCATED IN FLOOD INSURANCE RATE MAP (F.I.R.M.) ZONE "X". THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. MAP NO. 12127C0357 J. MAP EFFECTIVE DATE: SEPT. 29, 2017. APPROXIMATE SCALE: 1"= 500'.

7. UNLESS OTHERWISE SHOWN, RECORDING INFORMATION IS FROM THE PUBLIC RECORDS OF VOLUSIA COUNTY.

8. DISTANCES ARE IN FEET AND DECIMALS THEREOF.

ADDITIONAL SURVEY NOTES:

A. THERE ARE INTERNAL OVERLAPS BASED ON THE LEGAL DESCRIPTION AS PROVIDED. THERE ARE NO GAPS, GORES, OVERLAPS OR HIATUS INHERENT TO THE SURVEYED OVERALL EXTERIOR BOUNDARY. THIS SURVEYOR RECOMMENDS A NEW DESCRIPTION AND SURVEYORS AFFIDAVIT BE COMPLETED TO REPLACE THIS LONG AND COMPLICATED DESCRIPTION.

B. THE SURVEYED PROPERTY HAS DIRECT ACCESS TO MASON AVENUE, DAYTONA AVENUE AND RIVERSIDE AVENUE (1ST STREET).

C. THERE IS NO OBSERVABLE EVIDENCE OF CEMETERIES, BURIAL GROUNDS, OR INDIVIDUAL GRAVESITES.

D. THIS SURVEYOR IS NOT QUALIFIED TO MAKE WETLAND DETERMINATIONS, AND DID NOT OBSERVE ANY MARKINGS PLACED BY ANY BIOLOGIST ON THE SURVEYED PROPERTIES WITH REGARDS TO WETLANDS.

E. THERE ARE NO DIVISION OR PARTY WALLS DESIGNATED BY THE CLIENT OR LOCATED BY THE SURVEYOR WITH RESPECT TO ADJOINING PROPERTIES.

F. NO OFFSITE EASEMENTS OR SERVITUDE BENEFITTING THE SURVEYED PROPERTIES WERE DISCLOSED IN THE RECORD DOCUMENTS PROVIDED TO THE SURVEYOR OR OBSERVED IN THE PROCESS OF CONDUCTING THE SURVEY.

G. AT THE TIME OF SURVEY, THE SURVEYOR WAS NOT AWARE OF ANY PROPOSED CHANGES IN THE STREET RIGHT OF WAY LINES OR OBSERVABLE EVIDENCE OF STREET OR SIDEWALK REPAIRS.

H. THE SUBJECT PROPERTY DOES NOT CONTAIN ANY VISIBLE EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.

I. NOTE THAT THE TITLE LINES AND ACTUAL POSSESSION LINES ARE THE SAME.

SCHEDULE B, PART II – EXCEPTIONS

SOME HISTORICAL LAND RECORDS CONTAIN DISCRIMINATORY COVENANTS THAT ARE ILLEGAL AND UNENFORCEABLE BY LAW. THIS COMMITMENT AND THE POLICY TREAT ANY DISCRIMINATORY COVENANT IN A DOCUMENT REFERENCED IN SCHEDULE B AS IF EACH DISCRIMINATORY COVENANT IS REDACTED, REPUDIATED, REMOVED, AND NOT REPUBLISHED OR RECIRCULATED. ONLY THE REMAINING PROVISIONS OF THE DOCUMENT WILL BE EXCEPTED FROM COVERAGE.
THE POLICY WILL NOT INSURE AGAINST LOSS OR DAMAGE RESULTING FROM THE TERMS AND CONDITIONS OF ANY LEASE OR EASEMENT IDENTIFIED IN SCHEDULE A, AND WILL INCLUDE THE FOLLOWING EXCEPTIONS UNLESS CLEARED TO THE SATISFACTION OF THE COMPANY:

1. ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I—REQUIREMENTS ARE MET.

2. TAXES AND ASSESSMENTS FOR THE YEAR 2024 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE.

3. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIALS HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW, AND NOT SHOWN BY THE PUBLIC RECORDS.

4. INTENTIONALLY DELETED.

5. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS.

6. UNPAID CHARGES FOR PUBLIC UTILITIES FURNISHED BY ANY COUNTY, MUNICIPALITY, OR PUBLIC SERVICE CORPORATION, WHICH MAY BE OR MAY BECOME A LIEN UPON THE LAND INSURED HEREBY UNDER ANY PROVISION OF THE FLORIDA STATUTES, INCLUDING SECTION 159.17, AND/OR ANY COUNTY, MUNICIPAL, OR SPECIAL TAXING DISTRICT ASSESSMENT, INCLUDING THOSE LEVIED UNDER THE PROVISIONS OF CHAPTER 190, FLORIDA STATUTES.
ITEMS #1–6 ARE STANDARD EXCEPTIONS.

7. RESERVATIONS IN FAVOR OF THE STATE OF FLORIDA AS SET FORTH IN THE DEED BOOK 315, PAGE 263. HOWEVER THE RIGHT OF ENTRY AND EXPLORATION ASSOCIATED WITH THE OIL AND MINERAL RESERVATION HAS BEEN RELEASED PURSUANT TO SECTION 270.11. F.S.
NOT A SURVEY MATTER.

8. MATTERS AS SHOWN ON THE SURVEY BY SLIGER & ASSOCIATES, INC. DATED FEBRUARY 21, 2024, LAST REVISED _____, 2024, UNDER JOB NO. 24–0153, PROJECT NO. 08716, AS FOLLOWS:

a) 2 OVERHEAD POWER LINES AND A POWER POLE ENCROACH INTO THE SUBJECT PROPERTY ALONG NORTH BOUNDARY.
b) 2 UNDERGROUND SEWER LINES AND A CLEAN OUT ENCROACH ONTO THE SUBJECT PROPERTY ALONG THE NORTHERLY BOUNDARY
c) UNDERGROUND FIBER OPTIC CABLE LINE AND FIBER OPTIC CABLE BOX ENCROACH ONTO THE SUBJECT PROPERTY ALONG THE SOUTHWEST CORNER/ SOUTHERLY BOUNDARY
d) SIGN FOR BIKE LANE ENCROACHES INTO THE SUBJECT PROPERTY ALONG THE SOUTHWEST CORNER

ALL SHOWN HEREON.

SURVEYOR'S REPORT:

PURPOSE OF SURVEY:

PREPARE AN ALTA / NSPS LAND TITLE SURVEY AS DIRECTED BY THE CLIENT & FOR THE CLIENTS USE.
ADDRESSES INCLUDE:
120, 134, 140 & 148 MASON AVENUE, HOLLY HILL, FLORIDA.
105 DAYTONA AVENUE, HOLLY HILL, FLORIDA.
145, 149, 151 & 155 1ST STREET, HOLLY HILL, FLORIDA.

METHODOLOGY:

HORIZONTAL DATUM – NORTH AMERICAN 1983. COORDINATES – STATE PLANE, FLORIDA EAST ZONE.
HORIZONTAL CONTROL POINT RMR 17, HAVING PUBLISHED COORDINATES OF NORTH 1,780,211.953 AND EAST 647,115.933 WAS OCCUPIED USING GLOBAL POSITIONING SATELLITE RECEIVER, AND ON SITE SECONDARY CONTROL WAS ESTABLISHED. THEN, CONVENTIONAL TOTAL STATION SURVEYING TECHNIQUES USED FOR LOCATIONS.

VERTICAL DATUM – NORTH AMERICAN 1988.
REFERENCE BENCHMARK RECOVERED 4"X4" CONCRETE MONUMENT WITH 3" BRASS DISC IN CENTER, STAMPED "CONTROL MONUMENT RMR–17". PUBLISHED ELEVATION 3.293 FEET.

ON SITE VERTICAL CONTROL WAS ESTABLISHED BY A 3 WIRE LEVEL LOOP THROUGH THE HORIZONTAL CONTROL ESTABLISHED HEREON.

ERROR OF CLOSURE

HORIZONTAL ERROR OF CLOSURE:
THE PREDICTED RELATIVE POSITIONAL ACCURACY FOR THE GLOBAL POSITIONING AND CONVENTIONAL TOTAL STATION EQUIPMENT USED TO PREFORM THIS SURVEY DOES NOT EXCEED 0.07 FEET PLUS 50 PARTS PER MILLION HORIZONTAL AND WAS VERIFIED BY REDUNDANT FIELD OBSERVATIONS.

ADJUSTMENT METHOD:
A STATISTICALLY SIGNIFICANT PORTION OF THE FIELD DATA WAS VERIFIED BY REDUNDANT GPS OBSERVATIONS AS MEETING THE ABOVE MENTIONED POSITIONAL TOLERANCE AND NOT ADJUSTED.

VERTICAL ERROR OF CLOSURE:
ON SITE VERTICAL CONTROL WAS ESTABLISHED BY A 3 WIRE LEVEL LOOP THROUGH THE HORIZONTAL CONTROL ESTABLISHED HEREON WITH AN ERROR OF CLOSURE OF 1: 20,000.

REFERENCE MATERIAL:

NATIONAL GEODETIC DATABASE
THE CITY OF DAYTONA BEACH PUBLIC WORKS DEPARTMENT – ENGINEERING DIVISION DATABASE
F.E.M.A. ONLINE FLOOD MAP SERVICE CENTER
VOLUSIA COUNTY PROPERTY APPRAISER WEBSITE
FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP OF STATE ROAD 430,SECTION 79220–2510 SHEETS 2 & 14 OF 20, DATED 7/2/1993.
SURVEY BY SLIGER & ASSOCIATES, INC. JOB No. 22–0962, DATED JULY 18, 2022
INFORMATION PROVIDED WITHIN FIDELITY NATION TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE, COMMITMENT NUMBER: FL252312090JC/232691ATL, DATED DECEMBER 26, 2023 AT 08:00 AM.

UTILITY CONTACTS:

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN–SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

UTILITY COMPANIES HAVE BEEN CONTACTED THROUGH "CALL SUNSHINE" (UNDERGROUND CABLE LOCATING SERVICE) 1–800–432–4770 TICKET NO. 045400754, 045400811 & 045400821 AS PER THE "UNDERGROUND FACILITY DAMAGE PREVENTION ACT".

THE FOLLOWING UTILITIES RESPONDED AFTER NOTIFICATION BY "CALL SUNSHINE".

PEOPLES GAS SYSTEM – MARKED

CHARTER–TIME WARNER CABLE – NOT MARKED

FLORIDA POWER & LIGHT – NOT MARKED

UNITI FIBER – NOT MARKED

CITY OF HOLLY HILL – MARKED

WIRE 3, LLC – MARKED

HOTWIRE COMMUNICATIONS – NOT MARKED

METRO FIBERNET LLC – NOT MARKED

NOTICE:

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SURVEYOR'S CERTIFICATION:

TO: FIDELITY NATIONAL TITLE INSURANCE COMPANY, STEIN INVESTMENT COMPANY, LLC., KBL PROPERTY INVESTMENTS, LLC & CHARLESDALE ASSOCIATES, INC.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 11(a), 11(b), 13, 16, 17, 18 & 19 OF TABLE A THEREOF.
THE FIELDWORK WAS COMPLETED ON FEBRUARY 21, 2024.
DATE OF PLAT OR MAP: MARCH 12, 2024 (SURVEYOR'S SIGNATURE, PRINTED)

Jeffrey S Hattendorf
Digitally signed by Jeffrey S Hattendorf
Date: 2024.03.14 07:47:22 -04'00'
DATE:

JEFFREY HATTENDORF
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER 6193

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 756-0575
LICENSED BUSINESS CERTIFICATION NUMBER 3019
Copyright © 2024 Sliger & Associates, Inc.

No.	Date	Revision
1		
2		
3		
4		
5		

FIELD BOOK:1527
PAGE (S): 35–39
FIELD DATE: FEB. 21, 2024
PARTY CHIEF: S. STRICKLAND
DRAWN BY: IDV
CHECKED BY: J. HATTENDORF

ALTA / NSPS LAND TITLE SURVEY
134 MASON AVENUE
HOLLY HILL, FLORIDA
CLIENT: STEIN INVESTMENT COMPANY, LLC.

PROJECT: 08716
JOB: 24–0153
SCALE: N/A
SHEET: 1 OF 2

FILE: K:\24\240153 148 MASON\240153–IDV.DWG

Attachment: Exhibit A - Legal & Survey (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

ABBREVIATIONS:

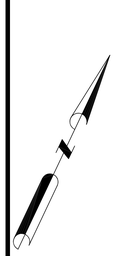
W/	WITH	ILLEG.	ILLEGIBLE	GLM	GAS LINE MARKER	LB	LICENSED BUSINESS	LP	LIGHT POLE
IRC	IRON ROD & CAP	MB	MAP BOOK	D	CENTRAL ANGLE	DIP	DUCTILE IRON PIPE	PP	POWER POLE
IR	IRON ROD (NO CAP)	PG	PAGE	R	RADIUS	PVC	POLYVINYL CHLORIDE	GA	GUY ANCHOR
IPC	IRON PIPE & CAP	ORB	OFFICIAL RECORDS BOOK	L	ARC LENGTH	CONC	CONCRETE	TSP	TRAFFIC SIGNAL POLE
IP	IRON PIPE (NO CAP)	(P)	PLATTED DIMENSION	CB	CHORD BEARING	RES	RESIDENCE	R/W	RIGHT OF WAY
CM	CONCRETE MONUMENT	(D)	DEED DIMENSION	CH	CHORD DISTANCE	CO	CLEANOUT	DW	DRIVEWAY
N&D	NAIL & DISK	(M)	MEASURED DIMENSION	SAN	SANITARY	ES	ELECTRIC SERVICE	TOB	TOP OF BANK
FND	FOUND	(C)	CALCULATED DIMENSION	MH	MANHOLE	CV	CHECK VALVE	TOE	TOE OF SLOPE
MW	MONITORING WELL	(R)	RADIAL	MES	MITERED END SECTION	IV	IRRIGATION VALVE	CLS	CENTERLINE OF SWALE
ID	IDENTIFICATION	(NR)	NON RADIAL	HDPE	HIGH DENSITY POLYETHYLENE PIPE	WV	WATER VALVE	A/C	AIR CONDITIONER
(TYP)	TYPICAL	STA	STATION	RCP	REINFORCED CONCRETE PIPE	RV	REUSE VALVE	FNC	FENCE
SEC	SECTION	EL	ELEVATION	CMP	CORRUGATED METAL PIPE	WM	WATER METER	EOW	EDGE OF WATER
TWP	TOWNSHIP	INV	INVERT	CPP	CORRUGATED PLASTIC PIPE	FH	FIRE HYDRANT	U.E.	UTILITY EASEMENT
RGE	RANGE	℄	CENTERLINE	VCP	VITREOUS CLAY PIPE	TC	TOP COVER	A.E.	ACCESS EASEMENT

−FO−	BURIED FIBER OPTIC CABLE	FP&L CO	FLORIDA POWER & LIGHT COMPANY
−T−	BURIED TELEPHONE CABLE	NGVD	NATIONAL GEODETIC VERTICAL DATUM
−W−	BURIED WATER LINE	NAVD	NORTH AMERICAN VERTICAL DATUM
−E−	BURIED ELECTRIC LINE	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
−G−	BURIED GAS LINE	FDNR	FLORIDA DEPARTMENT OF NATURAL RESOURCES
−TV−	BURIED TELEVISION LINE	USC & GS	UNITED STATES COAST & GEODETIC SURVEY
−FM−	BURIED FORCEMAIN		
−OH−	AERIAL UTILITY LINE		
−ST−	STORM WATER LINE		

LEGEND:

●	IRON ROD WITH CAP	⊗ GV	GAS VALVE	⊠ FOCB	FIBER OPTIC CABLE BOX
○	IRON ROD	⊗ RUV	REUSE VALVE	⊠ FOCV	FIBER OPTIC CABLE VAULT
◉	IRON PIPE WITH CAP	⊗ SSV	SANITARY SEWER VALVE	ELP	ELECTRIC PANEL
◎	IRON PIPE	⊗ HHE	HAND HOLE (ELECTRIC)	FOCM	FIBER OPTIC CABLE MARKER
○	NAIL & DISK	⊠ WM	WATER METER	TPM	TELEPHONE CABLE MARKER
⊛	FD "X"/CUT IN CONCRETE	⊠ GM	GAS METER		SIGN
□	CONCRETE MONUMENT	⊠ TB	TELEPHONE BOX	LP	LIGHT POLE
△	DENOTES PC / PT	⊠ MB	MAIL BOX	YL	YARD LIGHT
■	PERMANENT CONTROL POINT	◪ TV	CABLE TELEVISION BOX		UTILITY POLE
⊕	SITE BENCHMARK	TSB	TRAFFIC SIGNAL BOX	GA	GUY ANCHOR
FH	FIRE HYDRANT	⊗ WV	WATER VALVE	EB	ELECTRIC SERVICE BOX
—	CHANGE OF DIRECTION				

Ⓢ	SSMH	SANITARY SEWER MANHOLE	
Ⓓ	SDMH	STORM DRAIN MANHOLE	
Ⓖ	GTMH	GREASE TRAP MANHOLE	
Ⓔ	EMH	ELECTRIC MANHOLE	
Ⓤ	UMH	UTILITY MANHOLE	
◎	CO	CLEAN OUT	
Ⓕ	FOC	FIBER OPTIC CABLE MANHOLE	
⋈	RBO	REUSE BLOWOFF ASSEMBLY	
▲		WETLANDS LOCATION	
▨		EXISTING CONCRETE	
0.00 ×		EXISTING ELEVATION	



GRAPHIC SCALE
0 20 40
SCALE: 1" = 20'

SANITARY MH#4196
TOP=3.75'
E.INV.=-1.45' 8" CLAY
W.INV.=0.00' 8" CLAY
SW. INV.=-0.51 6" CLAY

SANITARY MH#4232
TOP=12.40'
N.INV.=6.00 8" CLAY
S.INV.=3.70' 8" CLAY
E.INV.=4.40' 8" CLAY

SANITARY MH#4328
TOP=2.81'
E.INV.=-1.99 8" CLAY
W.INV.=-1.96' 8" CLAY

SANITARY MH#4259
TOP=11.58'
N.INV.=5.12 8" CLAY

STORM MH#4429
TOP=5.10'
E.INV.=0.90' 24" RCP
W.INV.=0.66' 18" RCP
S.INV.=0.72' 18" RCP
W.INV.=2.40' 8"" CPP

STORM MH#4183
TOP=4.48'
N.INV.=-1.82' 24" RCP
S.INV.=-0.05' 18" RCP
E.INV.=-0.77' 24" RCP
W.INV.=-1.32'

STORM INLET#4180
TOP=2.83'
(INACCESSIBLE)

STORM MH#46010
TOP=4.05'
E.INV.=-0.60' 30" RCP
NW.INV.=-0.60' 30" RCP

STORM INLET#4569
TOP=3.36'
E.INV.=-0.32' 15" RCP
SE.INV.=-0.25' 36" RCP
N.INV.=1.50' 4" PVC

STORM INLET#4586
TOP=3.34'
W.INV.=-0.26' 15" RCP

STORM INLET#4608
TOP=2.52'
E.INV.=-0.20' 15" RCP

ADDITIONAL ABBREVIATIONS-TREE LEGEND

PNP	POND PINE	UK	UNKNOWN TREE	MG	MAGNOLIA
PNL	LOBLOLLY PINE TREE	MP	MAPLE TREE	BY	BAY TREE
PN	SLASH PINE TREE	SC	SYCAMORE TREE	EM	ELM TREE
PNS	SAND PINE TREE	OK	OAK TREE	CB	CHINABERRY TREE
PNF	LONGLEAF PINE TREE	SG	SWEET GUM TREE	CY	CYPRESS TREE
BT	BLACK TUPELO TREE	HK	HICKORY TREE	PM	PALM TREE
CD	CEDAR TREE	BH	BIRCH TREE	MU	MULBERRY TREE

TREE TYPE — OK24 — 8 — TREE SIZE (INCHES) DIAMETER AT BREAST HEIGHT
TREE SYMBOL — MULTIPLE TRUNKS

FIRST STREET(SIGN) RIVERSIDE AVE.(PLAT) (45' R/W)
ASPHALT PAVEMENT
R/W LINE
MH#4232
MH#4196
MH#4328
WV
GA
FH
PP
CO
WM
SET NAIL & DISK LB# 3019
N64°25'57"E 420.39'(M)
CD23/7
CD12/20
100'(P)
SITE BENCHMARK
SET T. IRON ROD & CAP LB# 3019
ELEVATION: 3.27'
FDOT FOUND 5/8" IRON ROD & CAP
METER PANEL
LP
WELL
PM9
OK6
2" PVC VALVE
2" PVC PIPES
PM8
BFP 3/4"
BFP 8"
GRAVEL
GATE
FENCE CHAINLINK 6'
PM13
WLY 30'(D)
CONCRETE PAVEMENT
ASPHALT PAVEMENT
GARAGE F.F. ELEV.=4.83'
1 STORY BRICK BLDG. #134
4641 SQ. FT
F.F. ELEV. =4.86'
BLDG. HEIGHT =19.00'
WHEEL STOP
5 SPACES
13 SPACES
HEDGE
154.58'(M)
S24°57'43"E
SIMPSON SUBDIVISION M.B. 11, PG. 131
FDOT RETENTION POND
MASON & CARSWELLS SUBDIVISION OF HOLLY HILL M.B. 2, PG. 90
LOT 12
LOT 11
PARCEL B: PARCEL 2 EXCEPTION O.R.B. 3899, PG. 2533
PARCEL B: PARCEL 2 LOT 1
PARCEL B: PARCEL 1 LOT 6
LOT 1
8" CONC. HEADWALL
SE.INV.=
DIXIE HIGHWAY (N. BEACH ST.)
SWALE
INLET#4180
MH#4180
CONCRETE WALK
2' CONCRETE HI-BACK CURB
2' CONCRETE MOUNTABLE CURB
SIGN
SIGN BIKE LANE
FOCB
TSB
MH#4429
MH#4266
MH#4259
DAYTONA AVENUE (60' R/W)
N25°19'41"W 167.44'(W)
POINT OF COMMENCEMENT PARCEL B: PARCEL 2 EXCEPTION PARCEL C: PARCEL 2 EXCEPTION
FOUND 5/8" IRON ROD & CAP FDOT
FOUND 5/8" IRON ROD & CAP LB# 6883 POINT ON LINE
FOUND 5/8" IRON ROD & CAP FDOT
FOUND 5/8" IRON ROD & CAP FDOT
Δ=02°13'53" R=7685.56' L=299.31' CB=S62°33'08"W CH=299.29'
SPEED Δ=00°36'17" BUMP R=11414.38' L=120.45' CB=N62°58'49"E CH=120.45'
SITE BENCHMARK SET X CUT IN TSB PAD ELEVATION: 4.50'
EXCEPTION O.R.B. 3914, PG. 0427
EXCEPTION O.R.B. 3899, PG. 2533
POINT OF BEGINNING PARCEL C: PARCEL 2 EXCEPTION
POINT OF BEGINNING PARCEL B: PARCEL 2 EXCEPTION
POINT OF COMMENCEMENT PARCEL B: PARCEL 2
D.O.T.STATION 109+29.60
D.O.T. BASELINE SURVEY
SECTION 79220-2510
DATED: 2.10.1999
SHEET 2 OF 20
D.O.T.STATION 114+20.34
D.O.T. BASELINE SURVEY
SECTION 79220-2510
DATED: 2.10.1999
SHEET 2 OF 20
D.O.T.STATION 120+99.76
D.O.T. BASELINE SURVEY
SECTION 79220-2510
DATED: 1.10.1999
SHEET 2 OF 20
MASON AVENUE (R/W VARIES)
(PER R/W MAP SECTION 79220-2510)
CENTERLINE R/W
N64°30'13"W (DOT) & (M)
ORIGINAL R/W LINE
GROSS AREA 67246.49 SQ.FT. 1.544 ACRES
LOT 13
LOT 2 (VACANT)
LOT 3 (VACANT)
LOT 4 (VACANT)
LOT 5 (VACANT)
LOT 7 (VACANT) PARCEL A
LOT 8 (VACANT)
PARCEL A LOT 6 (VACANT)
PARCEL A
PARCEL C (1) ELY 25.3'(D)
PARCEL C (1) ELY 3/4 LOT3(D)
WLY 24.9'(D)
WLY 25'(D)
ELY 25.3'(D)
BLOCK A SAULSBURY SUBDIVISION M.B. 18, PG. 70
BRITTON'S SUBDIVISION M.B. 9, PG. 143
PARCEL 2 LOT 2
LOT 1
OK25
OK19
OK23/20
OK38
OK31 OS 15
OK37 OS 15
OK31 OS 30
OK37 OS 30
PM12
PM13
PM14
PM15
PM22
PM10
FENCE CHAINLINK 6'
WLY 9'(D)
ASPHALT PAVEMENT
69.68'
29.3'
13.28'
13.30'
50.5'
75.2'
72.5'
47.8'
20.28'
21.31'
10.2'
68.91'
40.1'
21.0'
36'(D)
45'(P)
50'(P)
42'(P)
52'(P)
100'(P)
449.88'(P)
64°08'20"(P)
490.74'
419.53'

NOTE:
THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 TO 2

SEE SHEET 1 OF 2 FOR:
SURVEYORS NOTES
BOUNDARY DESCRIPTION

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL 32127
LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.sligerassociates.com
Copyright © 2023 Sliger & Associates, Inc.

No.	Date	Revision	Approved
A			
A			
A			
A			
A			

ALTA / NSPS LAND TITLE SURVEY
134 MASON AVENUE
HOLLY HILL, FLORIDA
CLIENT: STEIN INVESTMENT COMPANY, LLC.

FIELD DATE: FEB. 21, 2024
PARTY CHIEF: S. STRICKLAND
DRAWN BY: IDV
CHECKED BY: J. HATTENDORF
FIELD BOOK: 1527
PAGE (S): 35-39

PROJECT: 08716
JOB: 24-0153
SCALE: 1" = 20'
SHEET: 2 OF 2

FILE: K:\24\240153 148 MASON\240153-IDV.DWG

Attachment: Exhibit A - Legal & Survey (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

VOLUSIA COUNTY PROPERTY APPRAISER
LARRY BARTLETT, JD, CFA
WE VALUE VOLUSIA

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 3473876 **Parcel ID: 533722010021**
CHARLESDALE ASSOCIATES INC **145 1ST ST, HOLLY HILL, FL**

Parcel Summary

Alternate Key:	3473876
Parcel ID:	533722010021
Township-Range-Section:	15 - 33 - 37
Subdivision-Block-Lot:	22 - 01 - 0021
Owner(s):	CHARLESDALE ASSOCIATES INC - FS - Fee Simple - 100%
Mailing Address On File:	134 MASON AVE DAYTONA BEACH FL 32117
Physical Address:	145 1ST ST, HOLLY HILL 32117
Property Use:	1000 - VACANT COMM
Tax District:	203-HOLLY HILL
2023 Final Millage Rate:	18.223
Neighborhood:	7230
Subdivision Name:	
Homestead Property:	No

Attachment: Exhibit B1 - Charlesdale Assoc, Inc (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

VOLUSIA COUNTY PROPERTY APPRAISER
LARRY BARTLETT, JD, CFA
WE VALUE VOLUSIA

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 3473931 **Parcel ID: 533723000020**
CHARLESDALE ASSOCIATES INC **140 MASON AVE, HOLLY HILL, FL**

Parcel Summary

Alternate Key:	3473931
Parcel ID:	533723000020
Township-Range-Section:	15 - 33 - 37
Subdivision-Block-Lot:	23 - 00 - 0020
Owner(s):	CHARLESDALE ASSOCIATES INC - FS - Fee Simple - 100%
Mailing Address On File:	134 MASON AVE DAYTONA BEACH FL 32117
Physical Address:	140 MASON AVE, HOLLY HILL 32117
Property Use:	1000 - VACANT COMM
Tax District:	203-HOLLY HILL
2023 Final Millage Rate:	18.223
Neighborhood:	7230
Subdivision Name:	BRITTONS
Homestead Property:	No

Attachment: Exhibit B1 - Charlesdale Assoc, Inc (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

VOLUSIA COUNTY PROPERTY APPRAISER
LARRY BARTLETT, JD, CFA
WE VALUE VOLUSIA

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 3474147 **Parcel ID: 533725000060**
CHARLESDALE ASSOCIATES INC **134 MASON AVE, HOLLY HILL, FL**

Parcel Summary

Alternate Key:	3474147
Parcel ID:	533725000060
Township-Range-Section:	15 - 33 - 37
Subdivision-Block-Lot:	25 - 00 - 0060
Owner(s):	CHARLESDALE ASSOCIATES INC - FS - Fee Simple - 100%
Mailing Address On File:	134 MASON AVE HOLLY HILL FL 32117
Physical Address:	134 MASON AVE, HOLLY HILL 32117
Property Use:	2700 - AUTO SALES
Tax District:	203-HOLLY HILL
2023 Final Millage Rate:	18.223
Neighborhood:	7230
Subdivision Name:	SIMPSONS
Homestead Property:	No

Attachment: Exhibit B1 - Charlesdale Assoc, Inc (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

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AltKey: 3474104 **Parcel ID: 533725000011**
CHARLESDALE ASSOCIATES INC **120 MASON AVE, HOLLY HILL, FL**

Parcel Summary

Alternate Key:	3474104
Parcel ID:	533725000011
Township-Range-Section:	15 - 33 - 37
Subdivision-Block-Lot:	25 - 00 - 0011
Owner(s):	CHARLESDALE ASSOCIATES INC - FS - Fee Simple - 100%
Mailing Address On File:	134 MASON AVE HOLLY HILL FL 32117
Physical Address:	120 MASON AVE, HOLLY HILL 32117
Property Use:	1000 - VACANT COMM
Tax District:	203-HOLLY HILL
2023 Final Millage Rate:	18.223
Neighborhood:	7230
Subdivision Name:	SIMPSONS
Homestead Property:	No

Attachment: Exhibit B1 - Charlesdale Assoc, Inc (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

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AltKey: 5439011 **Parcel ID: 533723000041**
KBL PROPERTY INVESTMENTS LLC **MASON AVE, HOLLY HILL, FL**

Parcel Summary

Alternate Key:	5439011
Parcel ID:	533723000041
Township-Range-Section:	15 - 33 - 37
Subdivision-Block-Lot:	23 - 00 - 0041
Owner(s):	KBL PROPERTY INVESTMENTS LLC - FS - Fee Simple - 100%
Mailing Address On File:	PO BOX 148
	FLAGLER BEACH FL 32136
Physical Address:	MASON AVE, HOLLY HILL 32117
Property Use:	1000 - VACANT COMM
Tax District:	203-HOLLY HILL
2023 Final Millage Rate:	18.223
Neighborhood:	7230
Subdivision Name:	BRITTONS
Homestead Property:	No

Attachment: Exhibit B2 - KBL Property Investments, LLC (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

VOLUSIA COUNTY PROPERTY APPRAISER
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AltKey: 3473957 **Parcel ID: 533723000050**
KBL PROPERTY INVESTMENTS LLC **148 MASON AVE, HOLLY HILL, FL**

Parcel Summary

Alternate Key:	3473957
Parcel ID:	533723000050
Township-Range-Section:	15 - 33 - 37
Subdivision-Block-Lot:	23 - 00 - 0050
Owner(s):	KBL PROPERTY INVESTMENTS LLC - FS - Fee Simple - 100%
Mailing Address On File:	PO BOX 148 FLAGLER BEACH FL 32136
Physical Address:	148 MASON AVE, HOLLY HILL 32117
Property Use:	1000 - VACANT COMM
Tax District:	203-HOLLY HILL
2023 Final Millage Rate:	18.223
Neighborhood:	7230
Subdivision Name:	BRITTONS
Homestead Property:	No

Attachment: Exhibit B2 - KBL Property Investments, LLC (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

VOLUSIA COUNTY PROPERTY APPRAISER
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WE VALUE VOLUSIA

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 5439071 **Parcel ID: 533723000061**
KBL PROPERTY INVESTMENTS LLC **DAYTONA AVE, HOLLY HILL, FL**

Parcel Summary

Alternate Key:	5439071
Parcel ID:	533723000061
Township-Range-Section:	15 - 33 - 37
Subdivision-Block-Lot:	23 - 00 - 0061
Owner(s):	KBL PROPERTY INVESTMENTS LLC - FS - Fee Simple - 100%
Mailing Address On File:	PO BOX 148
	FLAGLER BEACH FL 32136
Physical Address:	DAYTONA AVE, HOLLY HILL 32117
Property Use:	1000 - VACANT COMM
Tax District:	203-HOLLY HILL
2023 Final Millage Rate:	18.223
Neighborhood:	7230
Subdivision Name:	BRITTONS
Homestead Property:	No

Attachment: Exhibit B2 - KBL Property Investments, LLC (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

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WE VALUE VOLUSIA

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 3473973 **Parcel ID: 533723000070**
KBL PROPERTY INVESTMENTS LLC **105 DAYTONA AVE, HOLLY HILL, FL**

Parcel Summary

Alternate Key:	3473973
Parcel ID:	533723000070
Township-Range-Section:	15 - 33 - 37
Subdivision-Block-Lot:	23 - 00 - 0070
Owner(s):	KBL PROPERTY INVESTMENTS LLC - FS - Fee Simple - 100%
Mailing Address On File:	PO BOX 148
	FLAGLER BEACH FL 32136
Physical Address:	105 DAYTONA AVE, HOLLY HILL 32117
Property Use:	1000 - VACANT COMM
Tax District:	203-HOLLY HILL
2023 Final Millage Rate:	18.223
Neighborhood:	7230
Subdivision Name:	BRITTONS
Homestead Property:	No

Attachment: Exhibit B2 - KBL Property Investments, LLC (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

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AltKey: 3473981 **Parcel ID: 533723000080**
KBL PROPERTY INVESTMENTS LLC **148 MASON AVE, DAYTONA BEACH, FL**

Parcel Summary

Alternate Key:	3473981
Parcel ID:	533723000080
Township-Range-Section:	15 - 33 - 37
Subdivision-Block-Lot:	23 - 00 - 0080
Owner(s):	KBL PROPERTY INVESTMENTS LLC - FS - Fee Simple - 100%
Mailing Address On File:	PO BOX 148
	FLAGLER BEACH FL 32136
Physical Address:	148 MASON AVE, DAYTONA BEACH 32117
Property Use:	1000 - VACANT COMM
Tax District:	203-HOLLY HILL
2023 Final Millage Rate:	18.223
Neighborhood:	7230
Subdivision Name:	BRITTONS
Homestead Property:	No

Attachment: Exhibit B2 - KBL Property Investments, LLC (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

VOLUSIA COUNTY PROPERTY APPRAISER
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WE VALUE VOLUSIA

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 3473841 **Parcel ID: 533722010010**
KBL PROPERTY INVESTMENTS LLC **155 1ST ST, HOLLY HILL, FL**

Parcel Summary

Alternate Key:	3473841
Parcel ID:	533722010010
Township-Range-Section:	15 - 33 - 37
Subdivision-Block-Lot:	22 - 01 - 0010
Owner(s):	KBL PROPERTY INVESTMENTS LLC - FS - Fee Simple - 100%
Mailing Address On File:	PO BOX 148
	FLAGLER BEACH FL 32136
Physical Address:	155 1ST ST, HOLLY HILL 32117
Property Use:	1000 - VACANT COMM
Tax District:	203-HOLLY HILL
2023 Final Millage Rate:	18.223
Neighborhood:	7230
Subdivision Name:	
Homestead Property:	No

Attachment: Exhibit B2 - KBL Property Investments, LLC (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

VOLUSIA COUNTY PROPERTY APPRAISER
LARRY BARTLETT, JD, CFA
WE VALUE VOLUSIA

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 3473850 **Parcel ID: 533722010011**
KBL PROPERTY INVESTMENTS LLC **151 1ST ST, HOLLY HILL, FL**

Parcel Summary

Alternate Key:	3473850
Parcel ID:	533722010011
Township-Range-Section:	15 - 33 - 37
Subdivision-Block-Lot:	22 - 01 - 0011
Owner(s):	KBL PROPERTY INVESTMENTS LLC - FS - Fee Simple - 100%
Mailing Address On File:	PO BOX 148
	FLAGLER BEACH FL 32136
Physical Address:	151 1ST ST, HOLLY HILL 32117
Property Use:	1000 - VACANT COMM
Tax District:	203-HOLLY HILL
2023 Final Millage Rate:	18.223
Neighborhood:	7230
Subdivision Name:	
Homestead Property:	No

Attachment: Exhibit B2 - KBL Property Investments, LLC (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

VOLUSIA COUNTY PROPERTY APPRAISER
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Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 3473868 **Parcel ID: 533722010020**
KBL PROPERTY INVESTMENTS LLC **149 1ST ST, HOLLY HILL, FL**

Parcel Summary

Alternate Key:	3473868
Parcel ID:	533722010020
Township-Range-Section:	15 - 33 - 37
Subdivision-Block-Lot:	22 - 01 - 0020
Owner(s):	KBL PROPERTY INVESTMENTS LLC - FS - Fee Simple - 100%
Mailing Address On File:	PO BOX 148
	FLAGLER BEACH FL 32136
Physical Address:	149 1ST ST, HOLLY HILL 32117
Property Use:	1000 - VACANT COMM
Tax District:	203-HOLLY HILL
2023 Final Millage Rate:	18.223
Neighborhood:	7230
Subdivision Name:	
Homestead Property:	No

Attachment: Exhibit B2 - KBL Property Investments, LLC (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

EXHIBIT C

LOCATION MAP

Attachment: Exhibit C - Location Map (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

EXHIBIT D

AERIAL MAP

Attachment: Exhibit D - Aerial Map (2024-O-3079 : Mason Avenue Storage Facility Planned Development)

EXHIBIT E

FLU IS COMMERCIAL

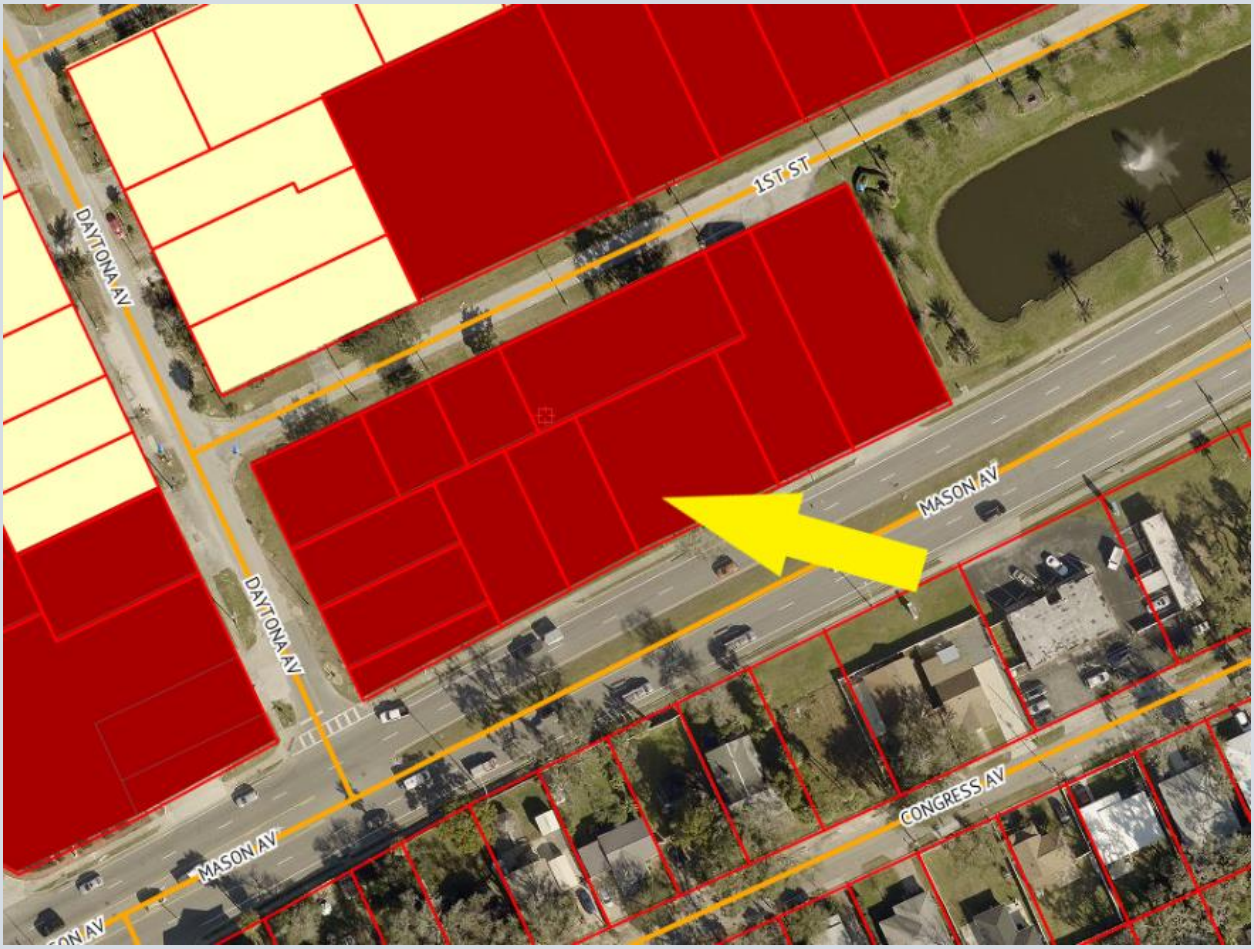
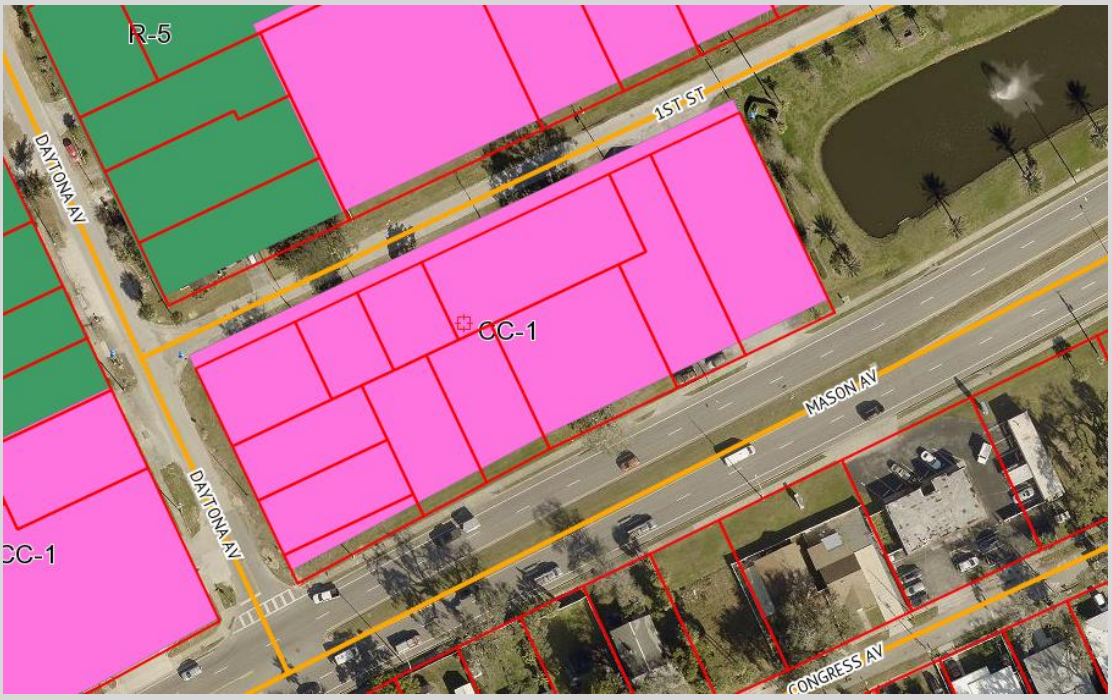
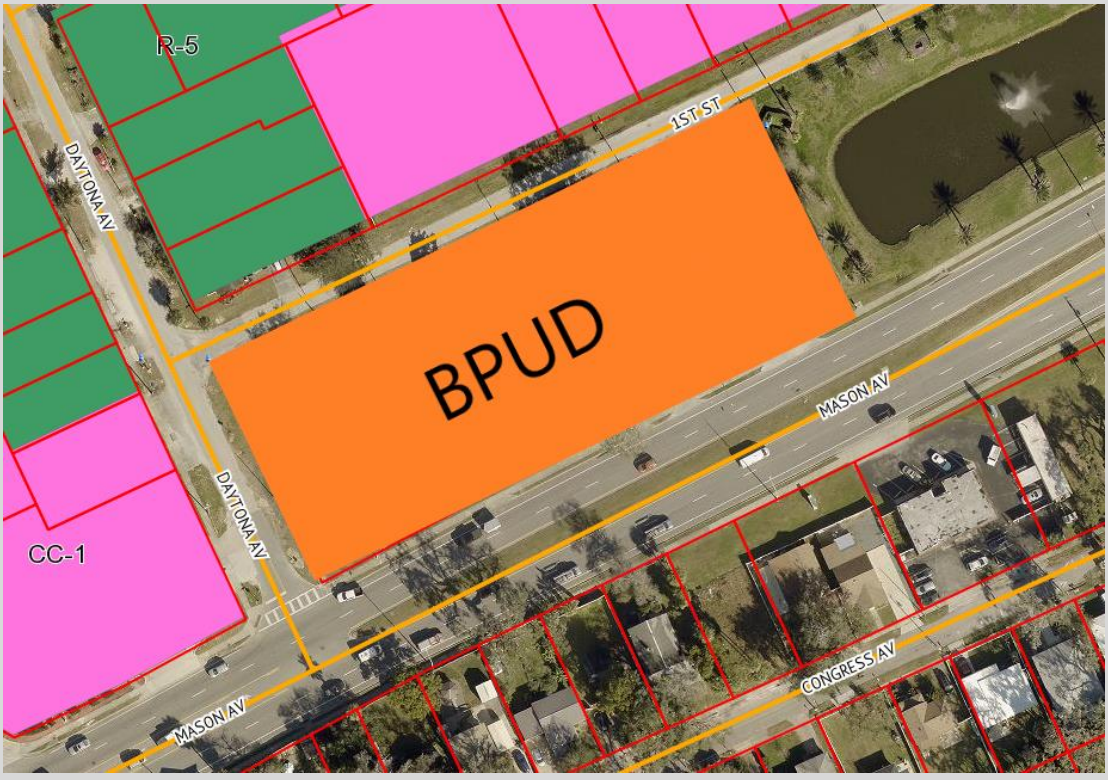


EXHIBIT F

CURRENT ZONING – CC-1



PROPOSED ZONING – BUSINESS PLANNED UNIT DEVELOPMENT



Not within a SFHA

Attachment: Exhibit G - Flood Map (2024-O-3079 : Mason Avenue Storage Facility Planned Development)