CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA ● JULY 8, 2025

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

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 Penny Currie
c. Pledge of Allegiance

2. PUBLIC COMMENTS

This is the time for the public to come forward with any comments they may have on any subject related to city business not listed on the Regular Agenda or under Public Hearings. Prior to commenting, individuals are asked to clearly state their name and city of residence for the record. Each individual shall be afforded no more than three (3) minutes to speak unless such time is extended by a majority vote of the City Commission. The City Clerk's Office is required to retain any documents, photographs, drawings, etc., that are shown to the City Commissioners. All comments shall be directed to the presiding officer.

3. APPROVAL OF MINUTES

1. Minutes - June 24, 2025 Workshop Discussion on Water Tower with Mead & Hunt and June 24, 2025 Regular City Commission Meeting

   (Requested by Valerie Manning, City Clerk)

4. CONSENT AGENDA - ITEMS (2)

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 –2025-R-49 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving an Increase to the Agreement with the Alternative Asphalt for Paving and Repairs from an Annual Amount Not to Exceed $75,000 to an Annual Amount Not to Exceed $100,000 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

   (Requested by Josef Grusauskas, Public Works)

2. Position Pay Plans - Fiscal Years: 2025-2026 & 2026-2027

   (Requested by Valerie Manning, City Clerk)

5. REGULAR AGENDA

1. Resolution –2025-R-50 A Resolution of the City of Holly Hill, Florida, Ratifying Years 2 and 3 of the Three-Year Agreement with the Police Benevolent Association (P.B.A.) October 1, 2024 - September 30, 2027; Providing for Severability; and Providing for an Effective Date.

   (Requested by Joseph Forte, City Manager)

2. Resolution –2025-R-51 A Resolution of the City Commission of the City of Holly Hill, Florida Approving a Budget Amendment Request Utilizing Carry Forward Funds in the Amount of $200,600 to Create a Budget for the Lift Station #20 Bypass Pump Project, Awarding All State Civil Construction the Construction for This Project at a Cost of $176,500 and Authorizing the City Manager to Execute the Same; Providing for Severability and Providing for an Effective Date.

   (Requested by Josef Grusauskas, Public Works)

6. 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 will be heard first. Comments should be restricted to pertinent information regarding the agenda item under discussion. Out of courtesy to others, we ask that members of the public keep their comments brief and try to limit these comments to information not previously discussed. Members of the public who wish to speak, should state their name and city of residence clearly for the record. Each individual shall be afforded no more than three (3) minutes to speak unless such time is extended by a majority vote of the City Commission. The City Clerk's office is required to retain any documents, photographs, drawings, etc., that are shown to the City Commissioners. 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 –2025-O-3089 SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending and Restating, Chapter 42, Pensions and Retirement; Article III, Firefighters' Pension Plan, Section 42-69 Vesting Providing for Codification; Providing for Severability of Provisions; Repealing All Ordinances in Conflict Herewith and Providing an Effective Date.

   (Requested by Joseph Forte, City Manager)

2. Ordinance –2025-O-3090 SECOND READING - an Ordinance of the City of Holly Hill, Florida, Adopting a New Section 58-133 (Prohibiting Smoking and Vaping at Publicly Owned Parks and Recreation Facilities Within the City; Providing for Severability; and Providing for an Effective Date.

   (Requested by Joseph Forte, City Manager)

3. Ordinance –2025-O-3091 SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending Chapter 66 (Traffic and Vehicles), Article III (Bicycles), Division 1 (Generally) to Prohibit Electric Bikes, Mobility Devices and Motorized Scooters from Sidewalk; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

   (Requested by Byron Williams, Police)

7. COMMUNICATIONS

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

8. 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: **July 8, 2025**
FROM: **Valerie Manning**
SUBJECT: **Minutes - June 24, 2025 Workshop Discussion on Water Tower with Mead & Hunt and June 24, 2025 Regular City Commission Meeting**
NUMBER: **(ID # 4936)**
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the June 24, 2025 workshop discussion on the Water Tower with Mead & Hunt, Inc., and the June 24, 2025 regular City Commission meeting.

MOTION:

Approve both sets of minutes as submitted by staff.

- Minutes - June 24, 2025 - Workshop - Water Tower Discussion with Mead & Hunt (PDF)
- Minutes - June 24, 2025 - Regular City Commission meeting (PDF)

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES ● JUNE 24, 2025

Large Conference Room | **Work Session** | **5:00 PM**

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

2. ROLL CALL

Attendee Name	Title	Status	Arrived
John Penny	Mayor	Present	
Debra Snow	City Commissioner	Present	
Penny Currie	City Commissioner	Present	
Jeffrey DeLanoy	City Commissioner	Present	
Roy Johnson	City Commissioner	Present	

3. WATER TOWER DISCUSSION

1.

Elevated Water Tower Discussion with Mead & Hunt, Inc.

(Requested by Valerie Manning, City Clerk)
Brad Blais, Mead & Hunt, Inc., Public Engineer Client Manager/Water shared a PowerPoint presentation with the Mayor, Commissioners, and staff pertaining to the Water Tower - Demolition or Retention. Below is the information shared and discussed. ***(A copy of this workshop in its entirety is available on CD upon request in the City Clerk's Office or available online on the city's YouTube channel).***

WATER TOWER

Functions of Water Tower: Water Storage, Maintaining Water Pressure, Emergency Support; the City owns and operates an existing 0.15 million gallons (MG) elevated steel tank, which was constructed more than 50 years ago

PROJECT OVERVIEW

Proposed project location - 1120 Jarecki Avenue and Streets affected - Jarecki Avenue and LPGA Boulevard

WATER TOWER CHALLENGES

Volume <10% total storage, Pressure provided insufficient - offers up to approximately 60 psi to the distribution system and cannot provide desired level of service and fire flow; Challenges with water quality in tank - balancing chloramine and inhibiting biological growth

ALTERNATIVES

1. Retrofit: keep the water tower in service with modifications; add new booster pumps and hydraulically separate from system; allows system to operate at desired pressures
2. Landmark: decommission and remove connection to system and maintain existing

Attachment: Minutes - June 24, 2025 - Workshop - Water Tower Discussion with Mead & Hunt (4936 : Minutes)

maintenance contract

3. Disconnect and Remove Elevated Tank: decommission, disconnect from distribution system, and remove the elevated tower and add dedicated generator at WTP

COST ESTIMATE

Estimated Cost

Alt #	Description	Construction Estimate	Operational & Maintenance (O&M)	Total O&M (Present Worth)[2]	Total Present Worth (20-yrs)	Total Present Worth (25-yrs)	Total Present Worth (30-yrs)
1	Retrofit with Booster Pump System	$280,000	$22,301	$424,083	$704,083	$813,079	$935,036
2	Keep as Landmark- Disconnect from Water System	$105,000	$13,841[1]	$335,266	$440,266	$531,463	$629,029
3	Disconnect and Remove Elevated Tank	$580,000	$0	$0	$580,000	$580,000	$580,00

[1] Cost reflects reduced O&M for tank out of service
[2] O&M values reflect 20-year. Value increases with longer terms. Includes cost escalators

RECOMMENDATION

1. Prepare design and specifications to disconnect and remove tank
2. Bid project with tank demolition as an "Additive bid alternate"
3. WTP project will include 10% contingencies within the grant funded portion of the project budget
4. Demolition is not a critical path item. Prior to end of project, available contingencies can be used to fund demolition.

There was ***consensus*** from the City Commission to go with Mead & Hunt's recommendation as presented to them during the PowerPoint presentation.

4. ADJOURNMENT

The workshop adjourned at approximately 5:45 PM.

Attachment: Minutes - June 24, 2025 - Workshop - Water Tower Discussion with Mead & Hunt (4936 : Minutes)

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES ● JUNE 24, 2025

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

Attachment: Minutes - June 24, 2025 - Regular City Commission meeting (4936 : Minutes)

1. CALL TO ORDER

a. Roll Call

Attendee Name	Title	Status	Arrived
John Penny	Mayor	Present	
Debra Snow	City Commissioner	Present	
Penny Currie	City Commissioner	Present	
Jeffrey DeLanoy	City Commissioner	Present	
Roy Johnson	City Commissioner	Present	

b. Invocation by City Commissioner Debra Snow
Commissioner Snow led the invocation.

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

2. PRESENTATIONS

1.

Proclamation - Retirement - Dennis Stout - 34 Years of Service to Public Works Department

(Requested by Valerie Manning, City Clerk)

RESULT: **NO VOTE NEEDED**

2.

Holly Hill Police Department - Swearing-In Ceremony - Alton Ogden and Daniel Walker

(Requested by Valerie Manning, City Clerk)

RESULT: **NO VOTE NEEDED**

3. PUBLIC COMMENTS

The following individuals came forward to speak to the Mayor and City Commissioners: Jim Legary, Holly Hill and Robert Spurway, Holly Hill.

4. APPROVAL OF MINUTES

1.

Minutes - June 10, 2025 Regular City Commission Meeting

(Requested by Valerie Manning, City Clerk)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Debra Snow, City Commissioner
SECONDER:	Jeffrey DeLanoy, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy, Johnson

Enacted and approved this 24th day of June, 2025, in Holly Hill

5. CONSENT AGENDA - ITEMS (1 - 2)

Mayor Penny asked if there was any member from the audience that wished to speak on any item on the Consent Agenda or if any member of the Commission wished to pull an item for further discussion. There was no one.

1. –2025-R-47 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Rejecting a Formal Bid Received from AG Pifer in the Amount of $337,744.14 for the Provision and Installation of a 40’ X 100’ Metal Building and Approving the Purchase and Installation of a Replacement 40’ X 100’ Metal Building from Viking Steel Structures in the Amount of $76,935.19, and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Josef Grusauskas, Public Works)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Penny Currie, City Commissioner
SECONDER:	Roy Johnson, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy, Johnson

RESOLUTION
2025-R-47
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, REJECTING A FORMAL BID RECEIVED FROM AG PIFER IN THE AMOUNT OF $337,744.14 FOR THE PROVISION AND INSTALLATION OF A 40’ X 100’ METAL BUILDING AND APPROVING THE PURCHASE AND INSTALLATION OF A REPLACEMENT 40’ X 100’ METAL BUILDING FROM VIKING STEEL STRUCTURES IN THE AMOUNT OF $76,935.19, AND

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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, REJECTING A FORMAL BID RECEIVED FROM AG PIFER IN THE AMOUNT OF $337,744.14 FOR THE PROVISION AND INSTALLATION OF A 40' X 100' METAL BUILDING AND APPROVING THE PURCHASE AND INSTALLATION OF A REPLACEMENT 40' X 100' METAL BUILDING FROM VIKING STEEL STRUCTURES IN THE AMOUNT OF $76,935.19, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the 100' x 40' Quonset Hut housing City vehicles and equipment was destroyed during Hurricane Milton; and

WHEREAS, a formal Invitation for Bid to provide and install a replacement building occurred with one bid received from AG Pifer in the amount of $337,744.14; and

WHEREAS, the City Purchasing Policy Section 2.30 allows the City Commission to reject bids when it is deemed in the City's best interest to do so; and

WHEREAS, the City Purchasing Policy Chapter 8 allows the City Commission to waive the formal bidding procedure when it is determined that materials, equipment or services are not obtainable through the normal bid procedures; and

WHEREAS, the City Purchasing Policy Chapter 8 states that should the bidding procedure be waived, every attempt should be made to obtain three written quotations; and

WHEREAS, three written proposals for the provision and installation of a replacement 100' x 40' steel building were received with Viking Steel Structures the lowest responsive and responsible bidder.

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

SECTION 1. That the City Commission reject the formal bid received from AG Pifer in the amount of $337,744.14 for the provision and installation of a 40' x 100' metal building.

SECTION 2. That the City Commission of the City of Holly Hill approve the purchase and installation of a 40' x 100' steel building from Viking Steel Structures in the amount of $76,935.19 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. That this Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 24th day of JUNE, 2025.

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Enacted and approved this 24th day of June, 2025, in Holly Hill

2.

River to Sea Transportation Planning Organization (TPO) Funding Agreement for FY2025-2026

(Requested by Valerie Manning, City Clerk)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Penny Currie, City Commissioner
SECONDER:	Roy Johnson, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy, Johnson

Enacted and approved this 24th day of June, 2025, in Holly Hill

6. REGULAR AGENDA

1. –2025-R-48 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Joint Project Grant with Volusia County and the City for the Stormwater Evaluation and Pipe Lining of the Needed Pipes and a Budget Fund Appropriation for Cost Share for Project Fund in the FY 2025/26 Budget and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Josef Grusauskas, Public Works)
Mayor Penny opened public participation. No one spoke.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Roy Johnson, City Commissioner
SECONDER:	Penny Currie, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy, Johnson

RESOLUTION
2025-R-48
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING JOINT PROJECT GRANT WITH VOLUSIA COUNTY AND THE CITY FOR THE STORMWATER EVALUATION AND PIPE LINING OF THE NEEDED PIPES AND A BUDGET FUND APPROPRIATION FOR COST SHARE FOR PROJECT FUND IN THE FY 2025/26 BUDGET 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, APPROVING JOINT PROJECT GRANT WITH VOLUSIA COUNTY AND THE CITY FOR THE STORMWATER EVALUATION AND PIPE

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LINING OF THE NEEDED PIPES AND A BUDGET FUND THE COST SHARE FOR PROJECT FUND APPROPRIATION IN THE FY2025/26 BUDGET AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City operates a stormwater utility to maintain the health and well-being of the community roads and infrastructure; and

WHEREAS, the City desires to refurbish steel stormwater pipes to extend their useful life and to create and protect vulnerable transportation routes and infrastructure; and

WHEREAS, The City applied for and has been award a CDBG-DR joint project grant of with Volusia County, FL with the County funding 75% of the project through a County Development Block Grant - Disaster Recovery known as the Volusia Transform 386 grant;

WHEREAS, The received notice of award for the joint Volusia Transform 386 grant on February 12, 2025.

WHEREAS, The City has adequate reserves to fund the 25% cost allocation match for infrastructure improvements to be included in the FY2025/26 Capital budget.

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 joint project grant agreement of $5,441,573.00 for the refurbishment of steel stormwater pipes to extend their useful life and to create and protect vulnerable transportation routes and community infrastructure and authorizes the City Manager to execute the same.

SECTION 2. That the City Commission of the City of Holly Hill approves the inclusion of the Volusia Transform 386 grant funding match of $1,360,393.00 to be included in the FY 2025/26 stormwater capital 5 year budget plan to fund the City portion of the stormwater pipe refurbishment project and authorizes 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 24th day of JUNE, 2025.

Enacted and approved this 24th day of June, 2025, in Holly Hill

2. –2025-O-3089 Ordinance

FIRST READING - an Ordinance of the City of Holly Hill, Florida, Amending and Restating, Chapter 42, Pensions and Retirement; Article III, Firefighters' Pension Plan, Section 42-69 Vesting Providing for Codification; Providing for Severability of

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Provisions; Repealing All Ordinances in Conflict Herewith and Providing an Effective Date.

(Requested by Joseph Forte, City Manager)
Mayor Penny opened public participation. No one spoke.

RESULT:	**APPROVED AT 1ST READING [UNANIMOUS]**	**Next: 7/8/2025 6:00 PM**
MOVER:	Penny Currie, City Commissioner	
SECONDER:	Debra Snow, City Commissioner	
AYES:	Penny, Snow, Currie, DeLanoy, Johnson	

3. –2025-O-3090 Ordinance

FIRST READING - an Ordinance of the City of Holly Hill, Florida, Adopting a New Section 58-133 (Prohibiting Smoking and Vaping at Publicly Owned Parks and Recreation Facilities Within the City; Providing for Severability; and Providing for an Effective Date.

(Requested by Joseph Forte, City Manager)
Ryan Helmes, Tobacco Free Volusia/Civic Communications spoke.

Mayor Penny opened public participation.

Jim Legary, Holly Hill and Danielle Latona, Holly Hill.

Mayor Penny closed public participation.

RESULT:	**APPROVED AT 1ST READING [UNANIMOUS]**	**Next: 7/8/2025 6:00 PM**
MOVER:	Roy Johnson, City Commissioner	
SECONDER:	Penny Currie, City Commissioner	
AYES:	Penny, Snow, Currie, DeLanoy, Johnson	

4. –2025-O-3091 Ordinance

FIRST READING - an Ordinance of the City of Holly Hill, Florida, Amending Chapter 66 (Traffic and Vehicles), Article III (Bicycles), Division 1 (Generally) to Prohibit Electric Bikes, Mobility Devices and Motorized Scooters from Sidewalk; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

(Requested by Byron Williams, Police)
Mayor Penny opened public participation.

Robert Spurway, Holly Hill.

Mayor Penny closed public participation.

Attachment: Minutes - June 24, 2025 - Regular City Commission meeting (4936 : Minutes)

RESULT:	**APPROVED AT 1ST READING [UNANIMOUS]**	**Next: 7/8/2025 6:00 PM**
MOVER:	Penny Currie, City Commissioner	
SECONDER:	Debra Snow, City Commissioner	
AYES:	Penny, Snow, Currie, DeLanoy, Johnson	

5. -DOC-2025-4

Adoption of City Commission Goals and Objectives

(Requested by Joseph Forte, City Manager)
Mayor Penny opened public participation. No one spoke.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Debra Snow, City Commissioner
SECONDER:	Roy Johnson, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy, Johnson

Enacted and approved this 24th day of June, 2025, in Holly Hill

7. PUBLIC HEARINGS

1.

719 Walker Street - Special Exception

(Requested by Brian Walker, Board of Planning and Appeals)
Mr. Walker stated the applicant is seeking special exception approval to continue and expand the use of the property as a daycare facility with early learning programs such as Head Start. The property is zoned R-5 (Two-Family Residential District). The subject property is located on the south side of Walker Street approximately 550 feet east of Ashley Place, and is more specifically known as 719 Walker Street. Mr. Walker went through some of the background history, which is included in the agenda packet. The subject property is approximately 3.5 acres in size and currently serves as the long standing location of YOU THRIVE, a non-profit agency dedicated to helping families and children through a variety of programs such as Preschool Head Start, Early Head Start, School Readiness, and VPK. It contains a playground and provides daycare services for the community. The applicant has demolished the current facilities which were built in 1969, and is looking to replace them with a new 49,192 square foot facility that will enable them to expand their services to the community. An elevation and floor plan are also attached within the agenda packet. Staff recommends approval of the requested special exception as per Sec. 114-667 and approval of the request for signage as permitted in Chapter 110 of the land development regulations, for property zoned R-5 (Two-Family Residential District) located on the south side of Walker Street approximately 550 feet east of Ashley Place, and more specifically known as 719 Walker

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Street.

Mayor Penny opened public participation. No one spoke.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Penny Currie, City Commissioner
SECONDER:	Roy Johnson, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy, Johnson

Enacted and approved this 24th day of June, 2025, in Holly Hill

2.

510 LPGA - Special Exception

(Requested by Brian Walker, Board of Planning and Appeals)
Mr. Walker stated the applicant is seeking special exception approval to allow outdoor sales of motor vehicles on a parcel in the CC-1 (Commercial Corridor) zoning district. The subject property is located on the north side of LPGA Boulevard between Graham Avenue and Jarecki Avenue, and is more specifically known as 510 LPGA Boulevard. Mr. Walker went through the background history for this special exception, which is also included in the agenda packet. The subject property is approximately 1/2 acre in size and is currently vacant. The applicant desires to build a jeep dealership with outdoor sales and has provided additional information regarding their business and this request, within the agenda packet. The property is within the redevelopment overlay and outdoor sales of motor vehicles is permitted only by special exception subject to the provisions of Section 114-705 of the Land Development Regulations of Holly Hill. Staff recommends approval of the requested special exception to allow outdoor sales of motor vehicles on a parcel in the CC-1 zoning district within the redevelopment overlay, located on the north side of LPGA Boulevard between Graham Avenue and Jarecki Avenue and more specifically known as 510 LPGA Boulevard.

Dan Wilson, owner of Wilson's 4 X 4 spoke.

Mayor Penny opened public participation.

Elijah Miller, Holly Hill; Chris Via, Holly Hill; and Gilles Blais.

Mayor Penny closed public participation.

Attachment: Minutes - June 24, 2025 - Regular City Commission meeting (4936 : Minutes)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Roy Johnson, City Commissioner
SECONDER:	Jeffrey DeLanoy, City Commissioner
AYES:	Penny, Snow, Currie, DeLanoy, Johnson

Enacted and approved this 24th day of June, 2025, in Holly Hill

8. COMMUNICATIONS

A. City Manager Comments
Mr. Forte mentioned that the Charter Review Committee met today and we would like to schedule a joint workshop with the Commission for August for sometime during the day.

B. City Attorney Comments
None.

C. Mayor's Comments
Mayor Penny mentioned Spectrum News13, Maureen McCann who visited the Holly Hill Historic Society on June 17th to talk about the weather and hurricanes. It was a good turnout.

D. District City Commission Comments
Commissioner Snow mentioned the WiseOcean Kids Concert event that was held at Sica Hall on Saturday, June 14th and really enjoyed it. She is looking forward to having that event again in the future.

Commissioner DeLanoy stated that he thinks Wilson's 4 X 4 is going to be a good thing for that location at 510 LPGA Blvd.

Commissioner Johnson mentioned that there is a TPO meeting tomorrow if anyone had anything they wanted him to bring up.

E. Mayor's Conclusion Comments
None.

9. ADJOURNMENT

The meeting adjourned at approximately 7:10 PM.

Attachment: Minutes - June 24, 2025 - Regular City Commission meeting (4936 : Minutes)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **July 8, 2025**
FROM: **Josef Grusauskas**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving an Increase to the Agreement with the Alternative Asphalt for Paving and Repairs from an Annual Amount Not to Exceed $75,000 to an Annual Amount Not to Exceed $100,000 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2025-R-49**
APPLICANT:
PLANNER:

DISCUSSION:

On January 14, 2025, the City Commission approved an annual purchasing agreement with The Alternative Asphalt in an amount not to exceed $75,000 through Resolution 2025-R-5. This approval was to be used for asphalt repairs needed when essential services could be interrupted or loss to public or private property could occur. These expenditures were to be budgeted to operating accounts in the Streets, Stormwater, Water and Wastewater Divisions. Resolution 2025-R-5 is included under Exhibit "A".

In the current fiscal year budget, a capital improvement project was identified and approved for the repaving of the City Hall Parking lot. This project was budgeted into capital account 301-8110-580-6300 under project 25BG06 in the amount of $175,000. The total cost of this work was $52,350, with the purchase justified as being included in the authorized not to exceed annual cost of $75,000. Accordingly, expenses in the current year are $69,250. Due to the inclusion of the City Hall capital project in the established not to exceed cost that was intended for operating projects, there are not enough funds approved to complete asphalt work needed through the end of the fiscal year.

Staff recommends that the Not to Exceed cost of $75,000 with The Alternative Asphalt established through Resolution 2025-R-5 be increased to $100,000 through the end of the fiscal year.

FISCAL ANALYSIS:

There was $18,750 encumbered in Streets, Stormwater, Water and Wastewater repair and maintenance accounts as well as $175,000 in the adopted fiscal year 2024/25 budget for the repaving of the City Hall parking lot. Accordingly, there are adequate funds budgeted to allow for the increase of the agreement with The Alternative Asphalt from $75,000 to an

amount not to exceed $100,000.

STAFF RECOMMENDATION:

Approve the increase of the agreement with The Alternative Asphalt for paving and repairs approved through Resolution 2025-R-5 from an amount not to exceed $75,000 to an amount not to exceed $100,000.

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:

THAT THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVE AN INCREASE TO THE AGREEMENT WITH THE ALTERNATIVE ASPHALT FOR PAVING AND REPAIRS FROM AN AMOUNT NOT TO EXCEED $75,000 TO AN AMOUNT NOT TO EXCEED $100,000 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit A - Resolution 2025-R-5 (PDF)

Resolution No. 2025-49

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AN INCREASE TO THE AGREEMENT WITH THE ALTERNATIVE ASPHALT FOR PAVING AND REPAIRS FROM AN ANNUAL AMOUNT NOT TO EXCEED $75,000 TO AN ANNUAL AMOUNT NOT TO EXCEED $100,000 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, APPROVING AN INCREASE TO THE AGREEMENT WITH THE ALTERNATIVE ASPHALT FOR PAVING AND REPAIRS FROM AN ANNUAL AMOUNT NOT TO EXCEED $75,000 TO AN ANNUAL AMOUNT NOT TO EXCEED $100,000 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission had approved an agreement with The Alternative Asphalt for paving and repairs in an amount not to exceed $75,000 through Resolution 2025-R-5 on January 14, 2025; and

WHEREAS, the capital project of repaving the City Hall parking lot was included in this not to exceed amount; and

WHEREAS, the City has currently expended $69,250 for asphalt repairs and additional funds will be needed for asphalt repairs through the end of the fiscal year.

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 increase to the agreement with the Alternative Asphalt for paving and repairs from an annual amount not to exceed $75,000 to an annual amount not to exceed $100,000.

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 8th day of JULY, 2025.

Resolution No. 2025-5

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, WAIVING THE BIDDING REQUIREMENTS FOR ASPHALT REPAIRS AND MAINTENANCE AND APPROVING EXPENDITURES FOR AN ANNUAL AMOUNT NOT TO EXCEED $75,000 TO THE ALTERNATIVE ASPHALT, LLC 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, WAIVING THE BIDDING REQUIREMENTS FOR ASPHALT REPAIRS AND MAINTENANCE AND APPROVING EXPENDITURES FOR AN ANNUAL AMOUNT NOT TO EXCEED $75,000 TO THE ALTERNATIVE ASPHALT, LLC AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; PROVING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City anticipates the need for asphalt repair services; and

WHEREAS, the City has identified The Alternative Asphalt, LLC of Holly Hill to be very cost effective and responsive; and

WHEREAS, the City's repairs will be project location specific and will be charged to the appropriate funding available within repair and maintenance accounts for Streets, Stormwater, Water and Wastewater Divisions of the Public Works Department; and

WHEREAS, the City requests that the City Commission of Holly Hill, Florida waive the bidding requirements for asphalt repairs and maintenance and approve expenditures in an annual amount not to exceed $75,000 to The Alternative Asphalt, LLC of 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 approve the waiver of bidding requirements for asphalt repairs and maintenance and approve annual expenditures in amount not to exceed $75,000 to The Alternative Asphalt, LLC and authorize the City Manager to execute the same.

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

Attachment: Exhibit A - Resolution 2025-R-5 (2025-R-49 : Alternative Asphalt NTE Cost Increase Recommendation)

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 14th day of JANUARY, 2025.

Attachment: Exhibit A - Resolution 2025-R-5 (2025-R-49 : Alternative Asphalt NTE Cost Increase Recommendation)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **July 8, 2025**
FROM: **Valerie Manning**
SUBJECT: **Position Pay Plans - Fiscal Years: 2025-2026 & 2026-2027**
NUMBER: **(ID # 4940)**
APPLICANT:
PLANNER:

DISCUSSION:

The Position Pay Plan has been reviewed updated for Fiscal Years 25/26 & 26/27 in accordance with Union negotiations for NAGE ($1/hour), IAFF (5%), and PBA (9%).

In addition, the Professional/Managerial - Non Union/Exempt pay plan was also updated to include an increase in each grade of 3%.

FISCAL ANALYSIS:

The hourly/percentage increase noted above would be applied only to new hires. Wages for existing employees are processed separately.

STAFF RECOMMENDATION:

Staff recommends the Commission approve the City of Holly Hill's updated Position Pay Plan for Fiscal Years 25/26 & 26/27.

COMMISSION GOAL:

N/A

MOTION:

APPROVAL OF THE CITY OF HOLLY HILL POSITION PAY PLAN FOR FISCAL YEARS 2025/2026 AND 2026/2027, AS PREPARED AND RECOMMENDED BY STAFF.

- Pay Plan FY 25-26 (PDF)
- Pay Plan FY 26-27 (PDF)

CITY OF HOLLY HILL
FY 2025 - 2026
POSITION PAY PLAN

Pay Grade	Position Title	Minimum	Midpoint	Maximum
	NAGE GENERAL (40/hrs wk / 2080 hrs year)			
101	Custodian	$17.50	$20.16	$22.82
		$36,400.00	$41,932.80	$47,465.60
102	Finance Clerk I	$18.12	$21.79	$25.46
	Maintenance Worker I	$37,689.60	$45,323.20	$52,956.80
	Police Service Clerk			
103	Finance Clerk II	$18.82	$22.71	$26.60
	Maintenance Worker II	$39,145.60	$47,236.80	$55,328.00
	Staff Assistant			
	Code Enf Clerk / Permit Tech			
104	Finance Clerk III	$19.56	$23.69	$27.81
	Animal Control / Code Enforcement Officer I	$40,684.80	$49,264.80	$57,844.80
	Mechanic			
	Rental Housing Officer			
105	Finance Clerk IV	$21.17	$25.80	$30.43
	Evidence Custodian	$44,033.60	$53,664.00	$63,294.40
	Lead Maintenance Worker			
	Tradesworker			
	Events Coordinator - Part Time			
	Code Enforcement Clerk/Assistant Licensing/Permit & Zoning Technician			
	Administrative Assistant - **NON-UNION**			
106	Finance Clerk V	$22.98	$28.19	$33.39
	Animal Control / Code Enforcement Officer II	$47,798.40	$58,624.80	$69,451.20
	Senior Mechanic			
	Victim Advocate Coordinator **- NON-UNION**			
107	Senior Code Enforcement Officer	$25.02	$30.87	$36.72
	Inspections Officer	$52,041.60	$64,209.60	$76,377.60
	Licensing/Permit & Zoning Technician			
	Payroll Coordinator - **NON-UNION**			
	Office Manager - **NON-UNION**			

Pay Grade	Position Title	Minimum	Midpoint	Maximum
	NAGE UTILITIES (40/hrs wk / 2080 hrs year)			
U-1	Utilities Maintenance Worker I / Trainee	$18.12	$21.79	$25.46
		$37,689.60	$45,323.20	$52,956.80
U-2	Utilities Maintenance Worker II	$19.56	$23.69	$27.81
		$40,684.80	$49,264.80	$53,684.80
U-3	Utilities Maintenance Worker III	$21.17	$25.80	$30.43
		$44,033.60	$53,664.00	$63,294.40
O-T	Operator Trainee	$20.75	$23.28	$25.80
		$43,160.00	$48,412.00	$53,664.00
O-C	Operator C	$22.98	$28.19	$33.39
		$47,798.40	$58,624.80	$69,451.20
O-B	Operator B	$23.97	$29.49	$35.00
		$49,857.60	$61,328.80	$72,800.00
O-A	Operator A	$25.02	$30.87	$36.72
		$52,041.60	$64,209.60	$76,377.60
O-L	Lead Operator	$27.32	$33.76	$40.19
		$56,825.60	$70,210.40	$83,595.20

Attachment: Pay Plan FY 25-26 (4940 : Position Pay Plans - Fiscal Years: 2025-2026 & 2026-2027)

Pay Grade	Position Title	Minimum	Midpoint	Maximum
	FIRE-IAFF (NON-EXEMPT)			
F-1	Firefighter/EMT	$16.85	$20.68	$24.51
	2756 reg rate hrs + 156 built-in OT hrs = 2912 annual base hrs	$50,384.49	$61,831.33	$73,278.17
F-2	Firefighter Driver/EMT	$18.52	$22.87	$27.21
	2756 reg rate hrs + 156 built-in OT hrs = 2912 annual base hrs	$55,380.03	$68,374.57	$81,369.11
F-3	Fire Lieutenant/EMT	$20.37	$25.31	$30.26
	2756 reg rate hrs + 156 built-in OT hrs = 2912 annual base hrs	$60,896.58	$75,684.00	$90,471.42

Pay Grade	Position Title	Minimum	Midpoint	Maximum
	POLICE-PBA (NON-EXEMPT)			
P-1	Police Officer	$25.10	$31.06	$37.02
	84 hour by-weekly pay cycle = 2184 hrs / annually	$54,824.30	$67,834.06	$80,843.82
P-2	Police Corporal	$27.61	$34.16	$40.71
	84 hour bi-weekly pay cycle = 2184 hrs / annually	$60,299.58	$74,606.75	$88,913.92
P-3	Police Sergeant	$30.49	$38.26	$46.04
	84 hour bi-weekly pay cycle = 2184 hrs / annually	$66,584.26	$83,569.56	$100,554.85

Pay Grade	Position Title	Minimum	Midpoint	Maximum
	NON-UNION - PROFESSIONAL / MANAGERIAL - EXEMPT from Federal Wage & Hour Laws			
E-1	Accountant	$26.30	$31.56	$36.82
		$54,700.00	$65,640.00	$76,580.00
E-2	Customer Service Supervisor	$29.05	$34.86	$40.66
	Facilities Supervisor/Senior Tradesworker	$60,415.68	$72,498.82	$84,581.95
	Senior Accountant			
	Purchasing Agent / Grants Coordinator			
	Field Operations Supervisor			
	Fleet Supervisor			
	Chief Treatment Plant Operator			
E-3	Economic Development Manager/CRA Coordinator	$32.53	$39.04	$45.54
	City Clerk	$67,665.56	$81,198.67	$94,731.79
E-4	Deputy Public Works Director & Utilities Manager	$36.44	$43.72	$51.01
	Senior Planner	$75,785.43	$90,942.51	$106,099.60
	Police Captain			
	Assistant Finance Director			
E-5	Chief Building Official	$40.81	$48.97	$57.13
	Engineer	$84,879.68	$101,855.62	$118,831.55
	IT Manager			
	Human Resources Manager			
E-6	Public Works Director	$45.70	$54.85	$63.99
	Community Development Director	$95,065.24	$114,078.29	$133,091.34
	Fire Chief			
	Finance Director			
	Police Chief			

Attachment: Pay Plan FY 25-26 (4940 : Position Pay Plans - Fiscal Years: 2025-2026 & 2026-2027)

CITY OF HOLLY HILL
FY 2026 - 2027
POSITION PAY PLAN

Pay Grade	Position Title	Minimum	Midpoint	Maximum
	NAGE GENERAL (40/hrs wk / 2080 hrs year)			
101	Custodian	$18.50	$21.16	$23.82
		$38,480.00	$44,012.80	$49,545.60
102	Finance Clerk I	$19.12	$22.79	$26.46
	Maintenance Worker I	$39,769.60	$47,403.20	$55,036.80
	Police Service Clerk			
103	Finance Clerk II	$19.82	$23.71	$27.60
	Maintenance Worker II	$41,225.60	$49,316.80	$57,408.00
	Staff Assistant			
	Code Enf Clerk / Permit Tech			
104	Finance Clerk III	$20.56	$24.69	$28.81
	Animal Control / Code Enforcement Officer I	$42,764.80	$51,344.80	$59,924.80
	Mechanic			
	Rental Housing Officer			
105	Finance Clerk IV	$22.17	$26.80	$31.43
	Evidence Custodian	$46,113.60	$55,744.00	$65,374.40
	Lead Maintenance Worker			
	Tradesworker			
	Events Coordinator - Part Time			
	Code Enforcement Clerk/Assistant Licensing/Permit & Zoning Technician			
	Administrative Assistant - **NON-UNION**			
106	Finance Clerk V	$23.98	$29.19	$34.39
	Animal Control / Code Enforcement Officer II	$49,878.40	$60,704.80	$71,531.20
	Senior Mechanic			
	Victim Advocate Coordinator **- NON-UNION**			
107	Senior Code Enforcement Officer	$26.02	$31.87	$37.72
	Inspections Officer	$54,121.60	$66,289.60	$78,457.60
	Licensing/Permit & Zoning Technician			
	Accountant - **NON-UNION**			
	Payroll Coordinator - **NON-UNION**			
	Office Manager - **NON-UNION**			

Pay Grade	Position Title	Minimum	Midpoint	Maximum
	NAGE UTILITIES (40/hrs wk / 2080 hrs year)			
U-1	Utilities Maintenance Worker I / Trainee	$19.12	$22.79	$26.46
		$39,769.60	$47,403.20	$55,036.80
U-2	Utilities Maintenance Worker II	$20.56	$24.69	$28.81
		$42,764.80	$51,344.80	$53,684.80
U-3	Utilities Maintenance Worker III	$22.17	$26.80	$31.43
		$46,113.60	$55,744.00	$65,374.40
O-T	Operator Trainee	$21.75	$24.28	$26.80
		$45,240.00	$50,492.00	$55,744.00
O-C	Operator C	$23.98	$29.19	$34.39
		$49,878.40	$60,704.80	$71,531.20
O-B	Operator B	$24.97	$30.49	$36.00
		$51,937.60	$63,408.80	$74,880.00
O-A	Operator A	$26.02	$31.87	$37.72
		$54,121.60	$66,289.60	$78,457.60
O-L	Lead Operator	$28.32	$34.76	$41.19
		$58,905.60	$72,290.40	$85,675.20

Attachment: Pay Plan FY 26-27 (4940 : Position Pay Plans - Fiscal Years: 2025-2026 & 2026-2027)

Pay Grade	Position Title	Minimum	Midpoint	Maximum
	FIRE-IAFF (NON-EXEMPT)			
F-1	Firefighter/EMT	$17.26	$21.18	$25.11
	2756 reg rate hrs + 156 built-in OT hrs = 2912 annual base hrs	$51,613.38	$63,339.41	$75,065.45
F-2	Firefighter Driver/EMT	$18.97	$23.43	$27.88
	2756 reg rate hrs + 156 built-in OT hrs = 2912 annual base hrs	$56,730.77	$70,042.25	$83,353.73
F-3	Fire Lieutenant/EMT	$20.86	$25.93	$31.00
	2756 reg rate hrs + 156 built-in OT hrs = 2912 annual base hrs	$62,381.87	$77,529.95	$92,678.04

Pay Grade	Position Title	Minimum	Midpoint	Maximum
	POLICE-PBA (NON-EXEMPT)			
P-1	Police Officer	$25.10	$31.06	$37.02
	84 hour by-weekly pay cycle = 2184 hrs / annually	$54,824.30	$67,834.06	$80,843.82
P-2	Police Corporal	$27.61	$34.16	$40.71
	84 hour bi-weekly pay cycle = 2184 hrs / annually	$60,299.58	$74,606.75	$88,913.92
P-3	Police Sergeant	$30.49	$38.26	$46.04
	84 hour bi-weekly pay cycle = 2184 hrs / annually	$66,584.26	$83,569.56	$100,554.85

Pay Grade	Position Title	Minimum	Midpoint	Maximum
	NON-UNION - PROFESSIONAL / MANAGERIAL - EXEMPT from Federal Wage & Hour Laws			
E-1	Accountant	$27.09	$32.50	$37.92
		$56,341.00	$67,609.20	$78,877.40
E-2	Customer Service Supervisor	$29.92	$35.90	$41.88
	Facilities Supervisor/Senior Tradesworker	$62,228.15	$74,673.78	$87,119.41
	Senior Accountant			
	Purchasing Agent / Grants Coordinator			
	Field Operations Supervisor			
	Fleet Supervisor			
	Chief Treatment Plant Operator			
E-3	Economic Development Manager/CRA Coordinator	$33.51	$40.21	$46.91
	City Clerk	$69,695.53	$83,634.63	$97,573.74
E-4	Deputy Public Works Director & Utilities Manager	$37.53	$45.03	$52.54
	Senior Planner	$78,058.99	$93,670.79	$109,282.59
	Police Captain			
	Assistant Finance Director			
E-5	Chief Building Official	$42.03	$50.44	$58.84
	Engineer	$87,426.07	$104,911.29	$122,396.50
	IT Manager			
	Human Resources Manager			
E-6	Public Works Director	$47.08	$56.49	$65.91
	Community Development Director	$97,917.20	$117,500.64	$137,084.08
	Fire Chief			
	Finance Director			
	Police Chief			

Attachment: Pay Plan FY 26-27 (4940 : Position Pay Plans - Fiscal Years: 2025-2026 & 2026-2027)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **July 8, 2025**
FROM: **Joseph Forte**
SUBJECT: **A Resolution of the City of Holly Hill, Florida, Ratifying Years 2 and 3 of the Three-Year Agreement with the Police Benevolent Association (P.B.A.) October 1, 2024 - September 30, 2027; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2025-R-50**
APPLICANT:
PLANNER:

DISCUSSION:

Negotiations between management of the City of Holly Hill and representatives from the Police benevolent Association (P.B.A.) have concluded with an agreement between the representatives and now requires ratification by the City Commission. On June 30, 2025, management was advised that the members of the P.B.A. voted in support of the proposed agreement.

ARTICLE 24
WAGES

24.1 Effective October 1, 2024 Bargaining Unit Members shall receive wage increases of 10% for the period of this Agreement. Effective the first full pay period in October 2025 Bargaining Unit Members shall receive wage increases of 11% and effective the first full pay period in October 2026 Bargaining Unit Members shall receive wage increases of 5%. Employees at the maximum of their pay range shall be given a one-time lump sum wage increase effective the first full pay period in each of the same years. Future pay increases shall be effective the first full pay period in October of each fiscal year.

24.1(a) The Minimum and Maximum of each pay grade will increase 8% on October 1st during the duration of this contract period only. The minimum starting pay of the position of Police Officer will increase by 9% effective October 1, 2025. No increase will effective on October 1, 2026.

24.2 Employees who are promoted from Patrol Officer to Sergeant will receive a salary increase to the minimum of the Sergeant's pay grade or a maximum of 15% whichever is greater.

24.3
Effective February 12, 2025 The position of Police Corporal is re-established and will be

designated in the City Pay Plan as "P-2" with a starting minimum salary of $55,316.70 and a maximum of $81,573.97. The position of Police Sergeant will therefore be changed in Pay Grade number only, to P-3".

The selection process will be initiate in accordance with the promotional process for sergeants outlined in the current union contract, except that no written exam will be required. The 25 points that could have been earned for the written exam will be redistributed as follows.

Proficiency & Experience - 25 points
Education -25 points
Oral Board - 5 points
Chief's Interview - 15 points

ARTICLE 15
TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION

15.2 A bargaining unit members who is temporarily assigned to a position of higher rank shall be entitled to a 10% increase in pay after five (5) consecutive days for 2,080 employees, or 5 consecutive shifts for 2,184 employee retroactive to the first day. If the bargaining unit member selected for a temporary assignment is not selected to permanently fill that position, bargaining unit member will be returned to previous classification and pay rate. Temporary assignment pay is paid for all hours actually worked and excludes holidays, vacation, compensatory time used, etc.

ARTICLE 37
TERMS OF AGREEMENT

37.1 This agreement shall remain in effect through September 30, 2027.

FISCAL ANALYSIS:

The hourly rate increases equates to 11% effective October 1, 2025 one with an increase of 9% to the starting pay of the position of Police Officer; and, The hourly rate increases equates to 5% effective October 1, 2026 one with no additional increase to the starting pay of the position of Police Officer. These increases and corresponding increases to benefits are included in the FY25/26 budget.

STAFF RECOMMENDATION:

Approve the attached Resolution and ratify the attached P.B.A. Bargaining Unit Agreement.

COMMISSION GOAL:

N/A

MOTION:

APPROVE RATIFYING YEARS TWO AND THREE OF THE THREE-YEAR AGREEMENT WITH THE POLICE BENEVOLENT ASSOCIATION OF HOLLY HILL (P.B.A.) OCTOBER 1, 2024 - SEPTEMBER 30, 2027, APPROVE THE AGREEMENT AND AUTHORIZE THE MAYOR, CITY MANAGER, POLICE CHIEF AND HUMAN RESOURCES MANAGER TO EXECUTE THE AGREEMENT.

ATTACHMENTS:

- PBA Summary of changes 2025 (DOCX)

Resolution No. 2025-50

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, RATIFYING YEARS 2 AND 3 OF THE THREE-YEAR AGREEMENT WITH THE POLICE BENEVOLENT ASSOCIATION (P.B.A.) OCTOBER 1, 2024 - SEPTEMBER 30, 2027; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, RATIFYING YEARS 2 & 3 OF THE THREE-YEAR AGREEMENT WITH THE POLICE BENEVOLENT ASSOCIATION OF HOLLY HILL (P.B.A.) OCTOBER 1, 2024 - SEPTEMBER 30, 2027; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, negotiations between management of the City of Holly Hill and representatives from the Police benevolent Association (P.B.A.) have concluded with an agreement between the representatives and now requires ratification by the City Commission; and

WHEREAS, on June 30, 2025, management was advised that the members of the P.B.A. voted in support of the proposed agreement.

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

SECTION 1. That the City Commission hereby ratifies the attached Agreement with the P.B.A. as an amendment to the three-year contract, effective the first full pay period in October 2025 and expiring on September 30, 2027.

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 JULY, 2025.

ARTICLE 24

WAGES

24.1 Effective October 1, 2024 Bargaining Unit Members shall receive wage increases of 10% for the period of this Agreement. Effective October 1, 2025 Bargaining Unit Members shall receive wage increases of 11% and effective October 1, 2026 Bargaining Unit Members shall receive wage increases of 5%. Employees at the maximum of their pay range shall be given a one-time lump sum wage increase effective the first full pay period in each of the same years. Future pay increases shall be effective the first full pay period in October of each fiscal year.

24.1(a) The Minimum and Maximum of each pay grade will increase 8% on October 1st during the duration of this contract period only. The minimum starting pay of the position of Police Officer will increase by 9% effective October 1, 2025. No increase will effective on October 1, 2026.

24.2 Employees who are promoted from Patrol Officer to Sergeant will receive a salary increase to the minimum of the Sergeant's pay grade or a maximum of 15% whichever is greater.

24.3 ~~The Police Department will certify those officers who have successfully completed all of the necessary milestones to achieved the position of Master Patrol Officer "I" and Master Patrol Officer "II" under the strict guidelines of the adopted program.~~

~~Officers who are promoted to the Master Patrol Officer position(s), which will include two separate increases of 2.5% each as an add pay, and are later promoted to Sergeant, would then receive an increase to the minimum of the Sergeant's pay grade or a maximum of 10% whichever is greater. However, the respective add pay will be removed from the officers pay if the officer ever loses the designation as defined in the program.~~

Effective February 12, 2025 The position of Police Corporal is re-established and will be designated in the City Pay Plan as "P-2" with a starting minimum salary of $55,316.70 and a maximum of $81,573.97. The position of Police Sergeant will therefore be changed in Pay Grade number only, to P-3".

The selection process will be initiate in accordance with the promotional process for sergeants outlined in the current union contract, except that no written exam will be required. The 25 points that could have been earned for the written exam will be redistributed as follows.

Proficiency & Experience – 25 points

Education -25 points

Oral Board – 5 points

Chief's Interview – 15 points

15.2 A bargaining unit members who is temporarily assigned to a position of higher rank shall be entitled to a ~~5%~~10% increase in pay after five (5) consecutive days for 2,080 employees, or 5 consecutive shifts for 2,184 employee retroactive to the first day. If the bargaining unit member selected for a temporary assignment is not selected to permanently fill that position, bargaining unit member will be returned to previous classification and pay rate. Temporary assignment pay is paid for all hours actually worked and excludes holidays, vacation, compensatory time used, etc.

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **July 8, 2025**
FROM: **Josef Grusauskas**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida Approving a Budget Amendment Request Utilizing Carry Forward Funds in the Amount of $200,600 to Create a Budget for the Lift Station #20 Bypass Pump Project, Awarding All State Civil Construction the Construction for This Project at a Cost of $176,500 and Authorizing the City Manager to Execute the Same; Providing for Severability and Providing for an Effective Date.**
NUMBER: **2025-R-51**
APPLICANT:
PLANNER:

DISCUSSION:

Volusia County's Community Assistance Division receives Community Development Block Grant (CDBG) funding annually through the U.S. Department of Housing and Urban Development (HUD). Utilizing the countywide allocation and previously unallocated funds, the Community Assistance Division accepted additional applications for capital improvement projects for fiscal year 2024/2025.

On September 9, 2024, the Commission of the City of Holly Hill approved the submission of discrete applications for funding for bypass pumps to serve lift stations #2, #11 and #20 respectfully. The project to provide a bypass pump to lift station #20 was subsequently awarded, with the authorization to proceed issued on February 4, 2025. Lift Station #20 is located at 926 Flomich Street, Holly Hill, Florida 32117 and serves approximately 1,775 residents.

The design for this project was completed and the Invitation to Bid for construction was broadcast on May 16, 2025. The Invitation to Bid is included under Exhibit 'A'.

A bid opening was held on June 10, 2025 with following seven (7) bids received.

US Water Services Corporation	$249,926.00
RCM Utilities, LLC	$181,750.00
Danus Utilities	$220,125.00
Sawcross, Inc.	$295,500.00
All State Civil Construction, Inc.	$176,500.00
Ferreira Construction Co. Inc.	$312,000.00

Cathcart Construction Co. $231,155.11

The lowest bid received was from All State Civil Construction at a cost of $176,500. The bid tabulations submitted by All State Civil Construction was reviewed by the engineer of record and prior work vetted. It was determined that they are capable of performing the duties to bring this project to completion. Accordingly, a recommendation of award for this project and the bid submitted by All State Civil Construction are included under Exhibit 'B' .

Additional bids received are included under Exhibit 'C' through Exhibit 'H'.

FISCAL ANALYSIS:

The total budget for this project, 25WW10, is $200,600.00. A budget amendment is included as Exhibit 'I' utilizing carry forward funds to support the project. Of this amount $150,000 will be reimbursed from the FY2024/25 Community Development Block Grant approved on February 4, 2025. The expense to the City is anticipated to be $50,600 which was not previously budgeted. The general ledger expenditure account for this project is 407-8110-580-6300, Infrastructure.

STAFF RECOMMENDATION:

Approve a budget amendment request utilizing carry forward funds in the amount of $200,600 to create a budget for the Lift Station #20 bypass pump project, award All State Civil Construction the construction for this project at a cost of $176,500 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 A BUDGET AMENDMENT REQUEST UTILIZING CARRY FORWARD FUNDS IN THE AMOUNT OF $200,600 TO CREATE A BUDGET FOR THE LIFT STATION #20 BYPASS PUMP PROJECT, AWARD ALL STATE CIVIL CONSTRUCTION THE CONSTRUCTION FOR THIS PROJECT AT A COST OF $176,500 AND AUTHORIZE THE CITY MANAGER TO EXECUTE

THE SAME.

ATTACHMENTS:

- Exhibit A - Invitation to Bid 25-WW-10 (PDF)
- Exhibit B - Recommendation of Award (PDF)
- Exhibit C - U.S. Water Services Corp Proposal (PDF)
- Exhibit D - RCM Bid Proposal (PDF)
- Exhibit E - Danus Bid Proposal (PDF)
- Exhibit F - Sawcross Bid Proposal (PDF)
- Exhibit G - Ferreira Bid Proposal (PDF)
- Exhibit H - Cathcart Bid Proposal (PDF)
- Exhibit I - BAR CDBG Grant Lift Station #20 (PDF)

Resolution No. 2025-51

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA APPROVING A BUDGET AMENDMENT REQUEST UTILIZING CARRY FORWARD FUNDS IN THE AMOUNT OF $200,600 TO CREATE A BUDGET FOR THE LIFT STATION #20 BYPASS PUMP PROJECT, AWARDING ALL STATE CIVIL CONSTRUCTION THE CONSTRUCTION FOR THIS PROJECT AT A COST OF $176,500 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 APPROVING A BUDGET AMENDMENT REQUEST UTILIZING CARRY FORWARD FUNDS IN THE AMOUNT OF $200,600 TO CREATE A BUDGET FOR THE LIFT STATION #20 BYPASS PUMP PROJECT, AWARDING ALL STATE CIVIL CONSTRUCTION THE CONSTRUCTION FOR THIS PROJECT AT A COST OF $176,500 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the City Commission approved the submission of a grant application to provide for a bypass pump to serve lift station #20 on September 9, 2024; and

WHEREAS, the City was awarded a grant in the amount of $150,000 through the Volusia County Community Development Block Grant Program on February 4, 2025 for the lift station #20 bypass pump project; and

WHEREAS, the design of this project was completed and an Invitation to Bid for construction broadcast on May 16, 2025; and

WHEREAS, a bid opening was held on June 10, 2025 with seven (7) bids received; and

WHEREAS, the lowest responsive, responsible bid received was from All State Civil Construction in the amount of $176,500; and

WHEREAS, the bid submitted by All State Civil Construction was reviewed and recommended by the engineer of record with concurrence from City staff.

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 a budget amendment request utilizing carry forward funds in the amount of $200,600 to create a budget for the Lift Station #20 bypass pump project.

SECTION 2. That the City Commission of the City of Holly Hill award a contract with All State Civil Construction for the provision and installation of a bypass pump to serve lift station #20 in the amount of $176,500 and authorizer 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 8th day of JULY, 2025.

Docusign Envelope ID: 63D30F7C-F93F-4236-A4A8-C693E99B7E79

PROJECT MANUAL

LIFT STATION #20 BYPASS PUMP

ITB NO. 25-WW-10-1

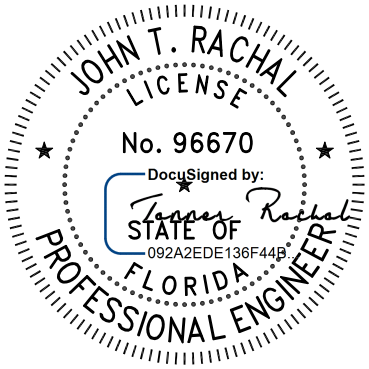
HOLLY HILL
FLORIDA

Mead & Hunt, Inc.
Project # 1000710-250981.01

Prepared for:

City of Holly Hill

May 2025



5/13/2025

This item has been digitally signed and sealed by John T. Rachal, P.E. on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Mead&Hunt
4401 Eastport Parkway
Port Orange, Fl 32127
Phone: 386-761-6810
www.meadhunt.com

Attachment: Exhibit A - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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ITB NO. 25-WW-10-1

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Attachment: Exhibit A - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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Attachment: Exhibit A - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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Attachment: Exhibit A - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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SECTION 00 02 00
INVITATION TO BID
CITY OF HOLLY HILL, FLORIDA
LIFT STATION #20 BYPASS PUMP
ITB NO. 25-WW-10-1

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

LIFT STATION #20 BYPASS PUMP

Sealed bids will be accepted by the City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, ***until 2:00 p.m., Tuesday, June 10th, 2025*** at which time and place all proposals received shall be publicly opened and read aloud in the City Hall.

There will be a non-mandatory pre-bid meeting for this project ***at 2:00 p.m. Tuesday, May 27th, 2025.*** The meeting will be held in the Commission Chambers, located in City Hall, 1065 Ridgewood Avenue, Holly Hill, FL 32117.

Description of Work:

This project involves the installation of a bypass pump system for the existing Lift Station #20.

This is a federally assisted project and is subject to Federal Labor Standards which include, the Davis-Bacon Act (payment of prevailing wage rates) and the Copeland Act (anti-kickback of wages & submission of weekly certified payroll reports), as well as other provisions including 24 CFR 85.36 (bonding requirements), and Section 3 & M/WBE. Laborers and mechanics employed by primary contractors and sub-contractors performing construction work on this project shall be paid wages at rates not less than the prevailing rates as determined by the Secretary of Labor in accordance with the Davis-Bacon Act. The prime contractor is responsible for the enforcement of wage compliance and support documentation for the duration of the project and may be held liable for wage restitution. The applicable information regarding the laws and regulations stated above are included in the bid packet.

Copies of the bid documents may be obtained electronically from VendorLink at www.myvendorlink.com. Any addenda to these bid documents will be posted on the VendorLink website. It is the bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for this project. All questions should be directed **in writing** to bidsDAB@meadhunt.com. Questions to be submitted no later than 5:00 p.m. on ***Wednesday, June 4th, 2025.***

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.

Attachment: Exhibit A - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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

One (1) original, (4) copies and (1) electronic copy on USB flash drive of the bid shall be addressed to City Clerk, City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, in a sealed envelope plainly marked on the outside: **LIFT STATION #20 BYPASS PUMP.**

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

Attachment: Exhibit A - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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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 #20 BYPASS PUMP

ITB NO. 25-WW-10-1

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

LIFT STATION #20 BYPASS PUMP

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

1.02 DEFINED TERMS

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

1.03 COPIES OF BIDDING DOCUMENTS

A. Only complete sets of Bidding Documents will be issued and shall be used in preparing bids. Neither the OWNER nor the ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets.

B. Complete sets of Bidding Documents may be obtained in the manner and at the location stated in the Invitation to Bid.

1.04 RECEIPT OF BIDS

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

1.05 BIDDER'S QUALIFICATIONS

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

Attachment: Exhibit A - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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a. A sworn statement showing the equipment definitely controlled by the Bidder and available to him for performing the work;

b. A sworn statement of his/her experience in performing work of the character for which his bid is submitted; and,

c. A sworn statement showing his current assets and liabilities as of a date not more than ninety (90) days prior to the date of submission.

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

1.06 BIDDER'S RESPONSIBILITY

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

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

1.07 APPROXIMATE ESTIMATE OF QUANTITIES

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

1.08 PREPARATION OF PROPOSAL

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

Upon the prescribed Schedule of Unit Prices, all bid prices shall be written in ink, in both words and numerals, in the blank spaces for each item, with the amounts extended if a unit price bid and all amounts totaled. In the event of any discrepancy between the written amounts and the numerals, the written amounts

Attachment: Exhibit A - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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shall govern and will be considered as the price bid. The sum of the Total Bid as calculated from the individual items in Section 00 31 00, Schedule of Unit Prices, shall equal the Total Price as listed in Section 00 30 00, Proposal.

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

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

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

1.09 PROPOSAL SECURITY

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

1.10 WITHDRAWAL OF PROPOSALS

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

1.11 RIGHT TO REJECT PROPOSALS

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

Attachment: Exhibit A - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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1.12 CHANGES PRIOR TO THE OPENING OF BIDS

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

1.13 LOBBYING

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

1.14 SCOPE OF WORK

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

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

1.15 SUBMITTING PROPOSAL

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

LIFT STATION #20 BYPASS PUMP

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.

Attachment: Exhibit A - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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

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

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

1.17 CANCELLATION OF AWARD

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

1.18 SURETY BONDS

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

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

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or sub grantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

A. A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

B. A performance bond on the part of the contractor for 100 percent of the contract price. A performance bond is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

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C. A payment bond on the part of the contractor for 100 percent of the contract price. A payment bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

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 evidence 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 attorney's fees, to which the Owner may be put for any injury or alleged injury to the person or property of another resulting from negligence or carelessness in the performance of the work, or from any improper or inferior workmanship, or from inferior materials used in the work.

C. Mutual Responsibility of Contractors. Should a Contractor in the performance of his/her Contract cause damage to any person, any property, or work of another Owner or other party to the damage, arrange for an amicable settlement thereon. It is agreed by all parties herein that such disputes shall not delay completion of the work, nor be cause for claim against the Owner. Work shall be continued by the party claiming damages at his expense, subject to such damages as may be obtained by due course of law.

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

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Owner, produce evidence of settlement of any such action before final payment shall be made by the Owner.

1.20 CANCELLATION OF CONTRACT

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

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

1.21 COMPLETION TIME AND LIQUIDATED DAMAGES

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

1.22 PAYMENT OF TAXES

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

1.23 PUBLIC ENTITY CRIMES INFORMATION STATEMENT

A person or affiliate who has been 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:

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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 - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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SECTION 00 11 00
CITY OF HOLLY HILL
LOCAL BIDDER PREFERENCE

To account for the financial advantages accruing to the City by the award of a contract to a local business the City has adopted through Purchasing Policy R 2018-30 a local bidder preference.

A bid/proposal from a local business shall receive a bid preference of no greater than 5% (Not to exceed $5,000) of the price submitted by the non-local vender shall be granted with City Commission approval The City, when seeking bids or proposals for commodities or equipment, will notify bidders or proposers that bids or proposals will be evaluated on the basis of this local bidder preference.

A “local vendor” means a vendor or contractor which as of the date of the bid opening, has a valid Business Tax Receipt (BTR) issued by the City of Holly Hill to do business in the City of Holly Hill which authorizes the vendor to provide the goods, services, or construction to be purchased and has a and a physical address located within the limits of Holly Hill from which the vendor operates or performs business. A Post Office Box cannot be used to establish physical address.

A local vender preference of no greater than 5% (Not to exceed $5,000) of the price submitted by the non-local vender shall be granted with City Commission approval.

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SECTION 00 11 00 CITY OF HOLLY HILL
LOCAL BIDDER PREFERENCE

AFFIDAVIT OF ELIGIBILITY LOCAL BUSINESS

All areas of this form are required to be completed. Incomplete forms may be rejected.

LEGAL NAME OF BUSINESS: _____

Physical Address: _____

_____

Mailing Address (if different) _____

_____

Year your business was established in the City of Holly Hill: _____

Business Tax Receipt Number Issued by the City of Holly Hill

BTR Number: _____ Date Issued: _____

Please provide a brief description of the nature of your business and how it relates to the community.

_____

_____

_____

_____

_____

The undersigned states that the foregoing statements are true and correct. The City of Holly Hill reserves the right to verify all information submitted as part of this affidavit. The undersigned acknowledges that the application of Local Bidder Preference is subject to Section 30-78, Code of Ordinances.

By: _____ Sworn to and subscribed before me this _____

day of _____ 20 ____

_____
Signature

_____
Signature of Notary (& Stamp)

Name, Typed or Printed _____

Notary Public, State of _____

Title, Typed or Printed _____

Mailing Address _____

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City, State, Zip Code _____ Telephone Number _____

Personally Known _____ Or

Produced Identification (type of identification) _____

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SECTION 00 30 00
PROPOSAL

FOR

CITY OF HOLLY HILL

LIFT STATION #20 BYPASS PUMP
ITB NO. 25-WW-10-1

(To be completed in Duplicate)

Bidder's Name:_____

Submitted: _____, 20

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

Gentlemen:

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

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

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

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

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

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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 #20 BYPASS PUMP

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 contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his/her Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his/her Surety, then such excess shall be paid to the Owner by the Contractor or his/her Surety.

SUPPLEMENTAL REQUIREMENTS

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

Schedule of Unit Prices: Section 00 31 00
Statement of Bidder's Qualifications: 00 32 00

Attachment: Exhibit A - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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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
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
W9 Request for Taxpayer Identification Number and Certification

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. Bidders are advised that the offering of any alternatives to the sole source supplied equipment will be grounds for rejection of their bid as not responsive. The second category of equipment includes those items where the Owner and Engineer deem there to be more than one acceptable supplier of the particular item listed. The equipment which falls under these two categories is 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

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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.

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SCHEDULE OF MAJOR MANUFACTURERS
AND SUPPLIERS

Category I - Sole Source Equipment Items:

Item No.	Spec. No.	Equipment/Material	Manufacturer or Supplier
1.	33 01 30.10	Bypass Pump	Thompson Pump

Category II - Major Equipment Items:

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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 - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

ACKNOWLEDGMENT OF ADDENDA

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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 - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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SECTION 00 31 00
SCHEDULE OF UNIT PRICES
CITY OF HOLLY HILL

LIFT STATION #20 BYPASS PUMP
ITB NO. 25-WW-10-1

ITEM NO.	*DESCRIPTION*	*QTY*	*UNIT*	*UNIT COST*	*TOTAL*
1	Mobilization/Demobilization	1	LS		
2	Preconstruction Video	1	LS		
3	Field Locate and Expose Existing Utilities	1	LS		
4	Sitework	1	LS		
5	Complete Skid Mount Emergency Bypass Pump	1	LS		
6	Mechanical (Pipe, Valves, and Fittings)	1	LS		
7	Tie-Ins				
	a) Tie-In Bypass Pump Discharge to Existing Force Main	1	LS		
8	Electrical	1	LS		
9	Allowances	1	LS		
10	MOT	1	LS		
11	Restoration	1	LS		
12	As-Built Plans	1	LS		
				BASE BID TOTAL	

Submitted by: _____
Contractor: _____
Address: _____
Telephone: _____ Fax: _____
State of Florida Certified General Contractor or Underground Contractor (Required Information)
Licensee: _____ License No: _____

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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 - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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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 _____ 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: _____

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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 - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

Docusign Envelope ID: 63D30F7C-F93F-4236-A4A8-C693E99B7E79

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 - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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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 #20 BYPASS PUMP

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.

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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.

_____(Seal)

IN PRESENCE OF:

_____ _____(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 - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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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 - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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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 - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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(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 - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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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 - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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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 - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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SECTION 00 48 60

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Project Number: ITB # 25-WW-10-1

Up on 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 - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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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,

END OF SECTION

Attachment: Exhibit A - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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Section 00 48 80

Affidavit of E-Verify Requirements Compliance

ITB 25-WW- Lift Station 20 Bypass Pump

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 - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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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 - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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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 Florida; of _____, City _____, State of Florida, 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:

LIFT STATION #20 BYPASS PUMP

herein called for, in strict accordance with the Drawings and Specifications prepared by Mead & Hunt, 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 **$1000 (ONE THOUSAND DOLLARS)** shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his Surety, then such excess shall be paid to the Owner by the Contractor or his Surety.

ARTICLE III.

A. The Contractor shall receive and accept the compensation for the performance of the Contract (subject to additions or deductions noted therein) in accordance with the prices stipulated in the Proposal, and in the manner provided in Article IV for the Contract

Attachment: Exhibit A - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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Price of $468,780.00 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 95% 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 ensure the proper performance of this Contract, the Owner will retain five percent (5%) of the amount of each estimate until the work is complete.

2. Upon completion of the entire work under Contract, the Engineer shall make a final inspection and certify such completion to the Owner. Upon approval of the completion certificate by the Owner, the Owner shall notify the Contractor and the Surety of the satisfactory completion of the work and except as otherwise provided in the Specifications, final payment therefore shall be made to the Contractor within thirty (30) days after written acceptance by the Contractor of the final certificate computation.

ARTICLE V.

A. The Contractor 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.

Attachment: Exhibit A - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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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 - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

Docusign Envelope ID: 63D30F7C-F93F-4236-A4A8-C693E99B7E79

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 - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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

LIFT STATION #20 BYPASS PUMP

Name of Project
City Project No. **ITB NO. 25-WW-10-1**
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 Andrew M. Giannini, P.E., Florida Registration No. 46601, of the engineering firm Mead & Hunt, 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

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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.

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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**. ITB NO. 25-WW-10-1

Description of Work: *Rehabilitation includes replacement of mechanical equipment and associated hardware in wetwell, installation of new submersible pumps, new top slab and hatches, repair and lining of wetwell, new electrical rack and addition of a skid mounted bypass pump.*

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 - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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SECTION 00 64 00

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 #20 BYPASS PUMP

located in Holly Hill, Volusia County, Florida, and identified by the City of Holly Hill as Case No. ITB NO. 25-WW-10-1

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: _____

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Certificate for Filing in Public Records

PAYMENT AND PERFORMANCE BOND

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

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The Principal, _____
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is a true and correct copy of the fully executed financial guarantee delivered to:

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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 #20 BYPASS PUMP

located in Holly Hill, Volusia County, Florida, and identified by the City of Holly Hill as Case No. ITB NO. 25-WW-10-1

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: _____

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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 - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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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

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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 - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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

To: _____

_____

The undersigned as Contractor has heretofore, on the ___ day of _____, 20 __, has been awarded a Contract by you, as Owner, to furnish all the materials and labor in the construction of a project entitled: _____
for the Contract Price of _____ in accordance with plans and specifications therefore as prepared by Mead & Hunt, P.O. Drawer 290247, 4401 Eastport Parkway, Port Orange, Florida 32129-0247.

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

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

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

By_____
Contractor

Title_____

State of _____

County of _____

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

_____
Notary Public

My Commission Expires: _____

END OF SECTION

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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 #20 BYPASS PUMP

in accordance with the plans and specifications therefore, as prepared by Mead & Hunt Company, 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 - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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SECTION 00 69 00
CONSENT OF SURETY
For Final Payment

Project Name: **LIFT STATION #20 BYPASS PUMP**

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

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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

EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

ACEC
AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASCE
AMERICAN SOCIETY OF CIVIL ENGINEERS

NSPE
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed By

CSI
Building Knowledge
Improving Project Delivery

NUCA
We Dig America

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American Society of Civil Engineers
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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

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.

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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

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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.

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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:

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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

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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

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(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.

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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:

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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.

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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 #20 BYPASS PUMP**
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 - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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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 - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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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 - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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SECTION 00 84 30

CHANGE ORDER FORM

PROJECT:

CHANGE ORDER NO. _____

CONTRACTOR:_____

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE: Original Contract Price: $ _____	CHANGE IN CONTRACT TIMES: Original Contract Times: Substantial Completion: _____ Final Completion:
Net changes from previous Change Orders No. _____ to No. _____. $ _____	Changes in contract time from previous Change Orders No. _____ to No. _____. _____ Days
Contract Price prior to this Change Order: $ _____	Contract Completion Date prior to this Change Order: Final Completion:
Net Increase (decrease) of this Change Order: $ _____	Changes in contract time requested this Change Order No. __ _____ Days
Contract Price with all approved Change Orders: $ _____	Contract Times with all approved Change Orders: Final Completion:

Attachment: Exhibit A - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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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:

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Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and,

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

RECOMMENDED BY:

Mead & Hunt
(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 - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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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)	

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Contractor's Certification

The undersigned Contractor hereby swears under penalty of perjury that (1) all previous progress payments received from the Owner on account of Work performed under the contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with Work covered by prior Applications for Payment numbered 1 through ____ inclusive; and (2) all materials and equipment incorporated in said Project or otherwise listed in or covered by this Application for Payment are free and clear of all liens, claims, security interest and encumbrances; (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

Dated _____ _____
(Contractor)

By: _____
(Name)

_____
(Title)

COUNTY OF
STATE OF

Before me on this _____ day of _____, 20____, personally appeared _____, known to me, who being duly sworn, deposes and says that (s)he is the _____ of the Contractor above mentioned; that s(he) executed the above Application for Payment and statement on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

(Notary Seal)

_____
Notary Public

My commission Expires _____

Engineer's Recommendation

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Mead & Hunt, Inc.

By: _____
(Authorized Signature)

Date: _____

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Owner's Approval

By: _____

_____
(Title)

Acct No. _____ Date: _____

END OF SECTION

Attachment: Exhibit A - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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SECTION 00 84 40
BID ITEM PAY REQUEST FORM

Application No.
Project:

Owner:

Application Date:
Period Ending:
Contractor:

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

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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

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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

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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:

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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_____

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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 #20 BYPASS PUMP** 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.

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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

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SECTION 01 00 00 - GENERAL REQUIREMENTS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work: The Work to be done consists of the furnishing of all labor, materials and equipment, and the performance of all Work included in this Contract. The summary of the Work is presented in Section 01 11 00: Summary of Work.

B. Work Included:

1. The Contractor shall furnish all labor, superintendence, materials, plant power, light, heat, fuel, water, tools, appliances, equipment, supplies, and means of construction necessary for proper performance and completion of the Work. The Contractor shall obtain and pay for all necessary local building permits. The Contractor shall perform and complete the work in the manner best calculated to promote rapid construction consistent with safety of life and property and to the satisfaction of the Engineer, and in strict accordance with the Contract Documents. The Contractor shall clean up the Work and maintain it during and after construction, until accepted, and shall do all Work and pay all costs incidental thereto. He shall repair or restore all structures and property that may be damaged or disturbed during performance of the Work.

2. The cost of incidental work described in these Project Requirements, for which there are no specific Contract Items, shall be considered as part of the general cost of doing the Work and shall be included in the prices for the various Contract Items. No additional payment will be made therefore.

3. The Contractor shall provide and maintain such modern plant, tools, and equipment as may be necessary, in the opinion of the Engineer, to perform in a satisfactory and acceptable manner all the Work required by this Contract. Only equipment of established reputation and proven efficiency shall be used. The Contractor shall be solely responsible for the adequacy of his workmanship, materials, and equipment, prior approval of the Engineer notwithstanding.

C. Public Utility Installations and Structures:

1. Public utility installations and structures shall be understood to include all poles,

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tracks, pipes, wires, conduits, vaults, manholes, and all other appurtenances and facilities pertaining thereto whether owned or controlled by the Owner, other governmental bodies, or privately owned by individuals, firms, or corporations, used to serve the public with transportation, traffic control, gas, electricity, telephone, sewerage, drainage, water, or other public or private property which may be affected by the Work shall be deemed included hereunder.

2. The Contract Documents contain data relative to existing public utility installations and structures above and below the ground surface. These data are not guaranteed as to their completeness or accuracy and it is the responsibility of the Contractor to make his own investigations to inform himself fully of the character, condition, and extent of all such installations and structures as may be encountered and as may affect the construction operations.

3. The Contractor shall protect all public utility installations and structures from damage during the Work. Access across any buried public utility installation or structure shall be made to avoid any damage to these facilities. All required protective devices and construction shall be provided by the Contractor at his expense. All existing public utilities damaged by the Contractor shall be repaired by the Contractor, at his expense. No separate payment shall be made for such protection or repairs to public utility installations or structures.

4. Public utility installations or structures owned or controlled by the Owner or other governmental body which are shown on the Drawings to be removed, relocated, replaced, or rebuilt by the Contractor shall be considered as a part of the general cost of doing the Work and shall be included in the prices bid for the various Contract Items; therefore, no separate payment shall be made.

5. Where public utility installations 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.

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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 forty-eight (48) hours in advance of breaking ground in any area or on any unit of the Work.

8. The maintenance, repair, removal, relocation, or rebuilding of public utility installations and structures, when accomplished by the Contractor as herein provided, shall be done by methods approved by the owners of such utilities.

1.02 DRAWINGS AND PROJECT MANUAL

A. Drawings: When obtaining data and information from the Drawings, figures shall be used in preference to scaled dimensions, and large-scale drawings in preference to small-scale drawings.

B. Supplementary Drawings:

1. When, in the opinion of the Engineer, it becomes necessary to explain more fully the Work to be done or to illustrate the Work further or to show any changes which may be required, drawings known as Supplementary Drawings, with specifications pertaining thereto, will be prepared by the Engineer, and the Contractor will be furnished an electronic copy of the plans and project manual.

2. The Supplementary Drawings shall be binding upon the Contractor with the same force as the Contract Drawings. Where such Supplementary Drawings require either less or more than the estimated quantities of Work, credit to the Owner or compensation therefore to the Contractor shall be subject to the terms of the Agreement.

C. Contractor to Check Drawings and Data:

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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, omissions, conflicts, or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory work, faulty construction, or improper operation resulting there from, nor from rectifying such conditions at his own expense. He will not be allowed to take advantage of any errors or omissions, as full instructions will be furnished by the Engineer, should such errors or omissions be discovered.

2. All schedules are given for the convenience of the Engineer and the Contractor and are not guaranteed to be complete. The Contractor shall assume all responsibility or the making of estimates of the size, kind, and quality of materials and equipment included in work to be done under the Contract.

D. Specifications: The Technical Specifications consist of three (3) parts: General, Products, and Execution. The General part of a Specification contains General Requirements which govern the Work. The Products and Execution parts modify and supplement the General Requirements by detailed requirements for the Work and shall always govern whenever there appears to be a conflict.

E. Intent:

1. All Work called for in the Specifications applicable to this Contract, but not shown on the Drawings in their present form, or vice versa, shall be of like effect as if shown or mentioned in both. Work not specified in either the Drawings or in the Specifications but involved in carrying out their intent or in the complete and proper execution of the Work, is required and shall be performed by the Contractor as though it were specifically delineated or described.

2. The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, the interpretation of these Specifications shall be made upon that basis.

1.03 MATERIALS AND EQUIPMENT

A. Manufacturer:

Attachment: Exhibit A - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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1. All transactions with the manufacturers or subcontractors shall be through the Contractor, unless the Contractor shall request and at the Engineer's option, that the manufacturer or subcontractor deal directly with the Engineer. Any such transactions shall not in any way release the Contractor from his full responsibility under this Contract.

2. Any two (2) or more pieces of material or equipment of the same kind, type, or classification, and being used for identical types of service, shall be made by the same manufacturer.

B. Delivery:

1. The Contractor shall deliver materials in ample quantities to ensure the most speedy and uninterrupted progress of the Work so as to complete the Work within the allotted time.

2. The Contractor shall also coordinate deliveries in order to avoid delay in, or impediment of, the progress of the work of any related Contractor.

C. Tools and Accessories:

1. The Contractor shall, unless otherwise stated in the Contract Documents, furnish with each type, kind, or size of equipment, one (1) complete set of suitably marked high grade special tools and appliances which may be needed to adjust, operate, maintain, or repair the equipment. Such tools and appliances shall be furnished in approved painted steel cases, properly labeled and equipped with good grade cylinder locks and duplicate keys.

2. Spare parts shall be furnished as specified herein and as recommended by the manufacturer necessary for the operation of the equipment, not including materials required for routine maintenance.

3. Each piece of equipment shall be provided with a substantial nameplate, securely fastened in place and clearly inscribed with the manufacturer's name, year of manufacture, serial number, weight, and principal rate data.

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D. Service of Manufacturer's Engineer:

1. The Contract Prices for equipment shall include the cost of furnishing a competent and experienced Engineer or superintendent who shall represent the manufacturer and shall assist the Contractor, when required, to install, adjust, test, and place in operation, the equipment in conformity with the Contract Documents.

2. After the equipment is placed in permanent operation by the Owner, such Engineer or superintendent shall make all adjustments and tests required by the Engineer to prove that such equipment is in proper and satisfactory operating condition, and shall instruct such personnel as may be designated by the Owner in the proper operation and maintenance of such equipment.

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1.04 INSPECTION AND TESTING

A. General:

1. For tests specified to be made by the Contractor, the testing personnel shall make the necessary inspections and tests, and the reports thereof shall be in such form as will facilitate checking to determine compliance with the Contract Documents. One (1) original and one (1) electronic copy of the reports shall be submitted, and authoritative certification thereof must be furnished to the Engineer as a prerequisite for the acceptance of any material or equipment.

2. If, in the making of any test of any material or equipment, it is ascertained by the Engineer that the material or equipment does not comply with the Contract Documents, the Contractor will be notified thereof, and he will be directed to refrain from delivering said material or equipment, or to remove it promptly from the site or from the Work and replace it with acceptable material, without cost to the Owner.

3. Tests of electrical and mechanical equipment and appliances shall be conducted in accordance with the recognized test codes of the ANSI, ASME, or the IEEE, except as may otherwise be stated herein.

4. The Contractor shall be fully responsible for the proper operation of equipment during testing and instruction periods and shall neither have nor make any claim for damage which may occur to equipment prior to the time when the Owner formally takes over the operation thereof.

B. Costs:

1. All inspection and testing of materials furnished under this Contract will be provided by the Contractor, unless otherwise expressly specified.

2. The cost of shop and field tests of equipment and of certain other tests specifically called for in the Contract Documents shall be borne by the Contractor, and such costs shall be deemed to be included in the Contract Price.

3. Materials and equipment submitted by the Contractor as the equivalent to those specifically named in the Contract may be tested by the Owner for compliance.

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The Contractor shall reimburse the Owner for the expenditures incurred in making such tests of materials and equipment which are rejected for non-compliance.

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C. Certificate of Manufacture:

1. Contractor shall furnish to Engineer authoritative evidence in the form of a certificate of manufacture that the materials to be used in the Work have been manufactured and tested in conformity with the Contract Documents.

2. These certificates shall be notarized and shall include copies of the results of physical tests and chemical analyses, where necessary, that have been made directly on the product or on similar products of the manufacturer.

D. Shop Tests:

1. Each piece of equipment for which pressure, duty, capacity, rating, efficiency, performance, function, or special requirements are specified shall be tested in the shop of the maker in a manner which shall conclusively prove that its characteristics comply fully with the requirements of the Contract Documents.

2. Five (5) copies of the manufacturer's actual test data and interpreted results thereof, accompanied by a certificate of authenticity sworn to by a responsible official of the manufacturing company and/or independent laboratory, shall be submitted to the Engineer for approval.

3. The cost of shop tests and of furnishing manufacturer's preliminary and shop test data of operating equipment shall be borne by the Contractor.

E. Start-up Tests:

1. As soon as conditions permit, the Contractor shall furnish all labor, materials, and instruments and shall make start-up tests of equipment.

2. If the start-up tests disclose any equipment furnished under this Contract which does not comply with the requirements of the Contract Documents, the Contractor shall, prior to demonstration tests, make all changes, adjustments, and replacements required. The furnishing Contractor shall assist in the start-up tests as applicable.

F. Demonstration Tests:

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1. Prior to Contractor's request for a Substantial Completion inspection, all equipment and piping installed under this Contract shall be subjected to demonstration tests as specified or required to prove compliance with the Contract Documents.

2. The Contractor shall furnish labor, fuel, energy, water, and all other materials, equipment, and instruments necessary for all demonstration tests, at no additional cost to the Owner. Contractor shall assist in the demonstration tests as applicable.

1.05 LINES AND GRADES

A. Grade:

1. All work under this Contract shall be constructed in accordance with the lines and grades shown on the Drawings, or as given by the Engineer. The full responsibility for keeping alignment and grade shall rest upon the Contractor.

2. The vertical bench marks provided is USGS “Public Records” monumentation and the horizontal control is the monumentation on plats contained in the “Public Records of Volusia County.”

B. Surveys:

1. The Contractor shall furnish and maintain, at his own expense, stakes and other such materials.

2. The Contractor shall check such reference marks by such means as he may deem necessary and, before using them, shall call the Engineer's attention to any inaccuracies.

3. The Contractor shall, at his own expense, establish all working or construction lines and grades as required from the reference marks set by the Engineer, and shall be solely responsible for the accuracy thereof. He shall, however, be subject to the check and review by the Engineer.

C. Safeguarding Marks:

1. The Contractor shall safeguard all points, stakes, grade marks, monuments, and bench marks made or established on the Work, bear the cost of re-establishing

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them if disturbed, and bear the entire expense of rectifying work improperly installed due to not maintaining or protecting or to removing without authorization such established points, stakes, and marks.

2. The Contractor shall safeguard all existing and known property corners, monuments, and marks adjacent to but not related to the Work and shall bear the cost of re-establishing them if disturbed or destroyed.

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PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

Attachment: Exhibit A - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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SECTION 01 11 00 - SUMMARY OF WORK

PART 1 - GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

A. This Contract is for the construction of **LIFT STATION 20 BYPASS PUMP.** The work consists of furnishing all labor, equipment, and materials for the construction of the facilities consisting of, but not limited to, the following:

This project involves the installation of a bypass pump, concrete pad, piping, fittings, valving, wet well core drill, force main tie-in, and electrical connection for the existing Lift Station #20.

B. The Contractor shall furnish all labor, equipment, tools, services and incidentals to complete all Work required by these Specifications and as shown on the Drawings.

C. The Contractor shall perform the Work complete, in place, and ready for continuous service, and shall include repairs, testing, permits, cleanup, replacements and restoration required as a result of damages caused during this construction.

D. All materials, equipment, skills, tools and labor which is reasonably and properly inferable and necessary for the proper completion of the Work in a substantial manner and in compliance with the requirements stated or implied by these Specification or Drawings shall be furnished and installed by the Contractor without additional compensation, whether specifically indicated in the Contract Documents or not.

E. The Contractor shall comply with all City, County, State, Federal, and other codes which are applicable to this Project.

1.02 CONTRACTOR'S USE OF PREMISES

A. The Contractor shall assume full responsibility for the protection and safekeeping of products and materials at the job site. If additional storage or work areas are required, they shall be obtained by the Contractor at no additional cost to the Owner.

1.03 PROJECT SEQUENCE

A. The Contractor shall establish his work sequence based on the use of crews to facilitate completion of construction and testing within the specified Contract time.

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END OF SECTION

Attachment: Exhibit A - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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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.

D. No payment shall be made for work constructed outside the authorized limits of work.

Attachment: Exhibit A - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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PART 2 - MATERIALS AND EQUIPMENT

2.01 Mobilization/Demobilization **Bid Item 1**

The lump sum to complete this item shall be full compensation for the preparatory work and operations in mobilizing for beginning work on the Project including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, safety equipment and first aid supplies, sanitary and other facilities, as required by these Specifications, and state and local laws and regulations; and any other pre-construction expense necessary for Work; the cost of field engineering including disposal of cleared and grubbed material and debris, permits and fees, construction schedules, project signs, shop drawings, temporary facilities, laydown storage area, construction aids, erosion control, tree protection, work associated with Contractor support during Owner/Engineer reviews and inspection, re-inspections, and any other re-work resulting from same, cleaning, operation and maintenance data, and for all other work required for demobilization. The Contractor shall submit invoices substantiating the cost of mobilization and demobilization with each pay request. Five percent (5%) for the cost of mobilization and demobilization will be withheld until acceptance and final payment.

2.02 Preconstruction Video **Bid Item 2**

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 including audio and written logs. Construction work shall not start until videos are delivered and approved by the project representative. Videos shall show condition of right-of-way and yards at right-of-way.

2.03 Field Locate and Expose Existing Utilities **Bid Item 3**

Payment at the applicable lump sum price will be made based on completion of exposing existing City utilities and all other utilities within the contract work limits. The contract lump sum price will be full compensation for all equipment, labor, and materials necessary to verify existing utilities within the rights-of-way or easements shown on the contract plans and provide a sketch of each major intersection or congested area with the Contractor's proposed solution to conflicts found prior to construction.

2.04 Sitework **Bid Item 4**

Lump sum payment will be made for the sitework. Sitework includes all earthwork, grading and other miscellaneous items as shown on plans. This item also includes the concrete slab for the bypass pump, restoration of sidewalk, restoration of landscaping, and compaction. The lump sum price shall be full payment for all labor, materials and equipment required to complete the described work in accordance with the plans and specifications.

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2.05 Complete Skid Mount Emergency Bypass Pump **Bid Item 5**

Payment shall be made at the applicable lump sum price for the cost of the skid mounted emergency backup bypass pump. The lump sum price shall be full compensation for all materials, equipment and labor required to complete the installation in accordance with the drawings and specifications.

2.06 Mechanical (Pipe, Valves, and Fittings) **Bid Item 6**

Payment of the applicable lump sum price shall be full compensation for furnishing all labor materials and equipment necessary to furnish and install all ductile iron and HDPE pipe, fittings, and valves as required by the Contract documents including but not limited to: structural modification, dewatering and drainage, restraints on all joints, ductile iron fittings, ductile iron reducers, blind flanges, ductile iron tees, mechanical joint adapters, flange adapters, couplings, gate valves, and all other incidentals required to complete these items in accordance with the Contract Documents. Periodic payment will be made for these items based upon percent complete, less retainage.

2.07 Tie-Ins **Bid Item 7**

Payment shall be made at the applicable lump sum price for the cost of the "tie-in" of the bypass pump discharge to the existing force main. The lump sum price shall be full compensation for all materials, equipment and labor required to complete the installation in accordance with the drawings and specifications.

2.08 Electrical **Bid Item 8**

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, cables, conduit, 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.

2.09 Allowances **Bid Item 9**

An allowance is established to pay costs associated with building permit fees and ancillary costs associated with construction of the lift station improvements. No provisions for mark-up are included within the allowance. The contractor shall provide documentation for payment toward this allowance for approval by Owner prior to including in pay request.

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2.10 Maintenance of Traffic **Bid Item 10**

Payment will be made at the contract lump sum price for maintenance and control of traffic within the project area and adjacent roadways throughout the duration of the project construction work. This price includes the preparation, submittal and costs involved in obtaining approvals/permits for all site-specific traffic control plans as required by FDOT, Volusia County and City of Holly Hill. The price also includes the full cost of implementing the traffic control plans including all traffic control devices, signage, barricades, variable message boards, flagmen, temporary striping/removal, equipment, labor and all other incidental items.

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 pavement restorations, rock, etc. Sod shall match existing materials or as called out within the plans and specifications. All pavement, gravel, sod, and grading for a final site acceptable to the City and their project representative are included in this pay item.

2.12 As-Built Plans **Bid Item 12**

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.

END OF SECTION

Attachment: Exhibit A - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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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.
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

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to serve as a basis for computing item prices for progress payments during construction.

C. Identify each line item with the number and the title of the respective section of the Specifications.

D. For each major item of the Work, list sub-values of major products or operations under the major item.

E. For the various portions of the Work:

1. The amount for each item shall reflect a total installed cost including a directly proportional amount of the Contractor's overhead and profit.

2. For items on which progress payments will be requested for stored materials, break down the value into:

a. The cost of the materials delivered and unloaded, with taxes paid. Paid invoices are required for materials. Payment for materials shall be limited to the invoiced amount only.

b. The total installed value.

F. Round off figures to nearest dollar amount.

G. The sum of the costs of all items listed in the schedule shall equal the total Contract Price.

H. For each item which has an installed value of more than $15,000, provide a breakdown of costs to list major products or operations under each item.

1.03 SUB-SCHEDULE OF UNIT MATERIAL VALUES

A. Submit a separate schedule of unit prices for materials to be stored on site and for those materials incorporated into the Work for which progress payments will be requested.

B. The unit values for the materials shall be broken down into:

1. Cost of the material, delivered and unloaded at the site, with taxes paid.

2. Copies of paid invoices for component material shall be included with the payment

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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 - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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SECTION 01 29 76 - PROGRESS PAYMENT PROCEDURES

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 in 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. Section01 32 36 - Video Monitoring and 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: Contractor’s Final Release of Lien

1.02 FORMAT REQUIRED

A. Submit applications on the form provided in Division 0, Section 00 84 40: Application and Certificate for Payment Form.

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.

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1.03 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

A. Application Form:

1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.

2. Fill in percent complete for each activity and dollar values to agree with respective percents.

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

B. Continuous Sheets:

1. Fill in total of all scheduled component items of the Work, with item number and schedule dollar value for each item.

2. Fill in dollar value in each column for each scheduled line item when Work has been performed or products stored. Round off values to nearest dollar, or as specified for Schedule of Values.

3. List each Change Order executed prior to date of submission, at the end of the continuation sheets. List by Change Order Number, and description, as for an original component item Work.

4. To receive approval for payment on component material stored on site, submit copies of the original invoices with Application and Certificate for Payment.

5. As provided for in the Application and Certificate for Payment Form, the Contractor shall certify, for each current pay request, that all previous progress payments received from the Owner, under this Contract, have been applied by the Contractor to discharge in full, all obligations of the Contractor in connection with Work covered by prior Applications for Payment, and all materials and equipment incorporated into the Work are free and clear of all liens, claims, security interest, and encumbrances. Contractor shall attach to each Application and Certificate for Payment like affidavits by all Subcontractors.

1.04 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

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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 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 videos in accordance with Section 01 32 36: Video Monitoring and 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.

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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 percentage 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 II - PRODUCTS (NOT USED)

PART III - EXECUTION (NOT USED)

END OF SECTION

Attachment: Exhibit A - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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SECTION 01 30 00 - ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.01 The Contractor shall not have any right in property in any materials taken from any excavation and he shall not remove any earth, sand or other material from the lines of the work before the excavation is refilled except upon direction of the Engineer. The provisions of this paragraph shall not be construed as relieving the Contractor of any kind of his obligations to remove and dispose of any of the material excavated, with or without rehandling, at his cost and expense as provided in these specifications.

1.02 Where reference is made within these documents to government specifications, or those of well known organizations such as ASTM, ASA, ASME, etc., the latest editions shall be used, any or all references in these documents to earlier stated editions notwithstanding.

1.03 The Contractor shall take all necessary precautions to prevent damage to existing pipe which is to remain in service during any of his construction operations. Should such pipe be damaged by the Contractor, he shall be required to replace it to the complete satisfaction of the Engineer, at no additional cost to the Owner.

1.04 The Contractor agrees that the work shall be started no later than the date indicated in the Notice to Proceed, and that the total work shall be completed within **180** calendar days.

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays, that any such work shall remain uncompleted after the completion time, the sum of **One Thousand Dollars ($1000)** per day shall be deducted by the Owner from monies due the Contractor, not as a penalty but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his Surety, then such excess shall be paid to the Owner by the Contractor or his Surety.

1.05 At least thirty (30) days prior to the first progress payment request, the Contractor shall submit to the Owner a schedule of anticipated draws, which estimates as accurately as possible the amount of the anticipated "work in place" which will be completed each month. Failure to comply may result in delay in payment, as funds from several sources customarily serve as the project funding source.

Attachment: Exhibit A - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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1.06 All dewatering and bypass pumping necessary to accomplish the work of this Contract shall be done by the Contractor at no extra or additional cost to the Owner. Any permits required will be the responsibility of the Contractor.

1.07 Examination of Contract Documents and Site. Before submitting a Bid each Contractor must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the work, (c) familiarize himself with federal, state and local laws, ordinance, rules and regulations that may in any manner affect cost, progress or performance of the work, and (d) study and carefully correlate Bidder's observations with the Contract Documents.

1.08 The Contractor is required to maintain the water service to customers within the project area at no extra cost to the Owner.

1.09 The Contractor is responsible for recording the Payment and Performance Bond and the Public Construction Bond in the Official Records of Volusia County, Florida. The Contractor shall provide copies of the recorded documents and/or the recording receipt from the County Clerk's office to the Engineer prior to the issuance of the "Notice to Proceed". The Contractor shall be responsible for paying all costs associated with the recording of these documents and no separate contract payment shall be made to the Contractor for this item.

1.10 The Contractor acknowledges that he is responsible for complying with all aspects of the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. He assumes all responsibility and costs entailed.

1.11 Construction materials may be stockpiled at the Holly Hill wastewater treatment plant. Additional storage locations are allowed but all arrangements and costs incurred are the responsibility of the Contractor. Prior to making arrangements with individual property owners, the Contractor shall indicate to the City and the Engineer which sites have been targeted for material storage. The City reserves the right to approve or disapprove the proposed locations.

1.12 The Contractor is responsible for obtaining a St. Johns River Water Management District Permit for (dewatering) consumptive use if the Contractor's "means or methods" trip the Agency's thresholds requiring permits. No separate payment or contract time extension for the Contractor obtaining the permit will be granted by the City.

1.13 The Contractor shall submit an executed "Consent of Surety for Final Payment" form, copy of which is included with the Contract Documents, prior to submitting a final request for payment as well as lien releases from all suppliers filing 'Notice to Owners' with the City.

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1.14 The Contractor is advised that all bypass pumping shall be coordinated with the Public Works Department. All pumping equipment, piping, operation and clean up is the sole responsibility of the Contractor.

1.15 All unit pricing shall remain valid for the duration of the contract.

1.16 Florida Sales Tax on materials, as well as all other customary taxes on construction activities, shall be paid for by the Contractor at no additional expense to the Owner.

1.17 All service outages shall be coordinated through the Public Works Department. Provisions shall be made for extended outages provisions may include temporary piping and services or alternative means of maintaining potable water service for affected residents. It is the Contractor's responsibility to notify the homeowner's of any potential impacts resulting from construction activities. The contractor shall document all notification procedures and provide written notification to the residents which specifically describe time frames for scheduled outages. Any claims for damages resulting from construction activities are the sole responsibility of the contractor.

1.18 The Contractor will set up an account and pay for all water used in the construction of the proposed improvements.

1.19 Construction shall be limited to weekday 'day light' working hours. No weekend, night time or holiday work shall be performed without obtaining permission in advance from the Project Engineer.

1.20 The Contractor must submit a work plan and traffic control plan in writing prior to commencement of work. The plan is subject to the approval of the fire department, police department, public works department and the Engineer.

1.21 The Contractor shall schedule his work in a manner that will result in a continuous process from commencement through completion. The intention of this requirement is to complete an area once work has commenced and avoid skipping from one site to another and disrupting several areas of the City simultaneously.

1.22 The Contractor must maintain access to driveways while construction is in progress.

1.23 This work may have an impact upon system customers. The Contractor shall have someone on call to take emergency calls on a 24 hour per day seven day per week basis. This individual will be able to respond to emergency calls from City personnel.

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END OF SECTION

Attachment: Exhibit A - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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SECTION 01 31 19 - PROJECT MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. The Contractor shall coordinate with the Engineer to schedule and administer the preconstruction meeting, resident meeting, utility coordination, periodic progress meetings, and specifically called meetings throughout the progress of the Work.

2. The Engineer shall:

   a. Prepare agenda for meetings.
   b. Make physical arrangements for meetings.
   c. Preside at meetings.
   d. Take and distribute meeting minutes.

3. The Contractor shall:

   a. Attend all meetings along with pertinent subcontractors and suppliers.
   b. Appoint attendees who are qualified and authorized to act on behalf of the entity each represents.
   c. Provide requested information at meetings.

4. The Owner shall:

   a. Attend meetings to ascertain that the Work is expedited consistent with Contract Documents and construction schedules.

B. RELATED REQUIREMENTS DESCRIBED ELSEWHERE:

1. Section 01 32 16 - Construction Progress Schedules
2. Section 01 33 23 - Shop Drawings, Product Data, and Samples
3. Section 01 78 39 - Project Record Documents

1.02 PRECONSTRUCTION MEETING

A. Purpose: To initiate coordination of contractual requirements prior to start of work.

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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
3. Resident project representative.
4. Contractor and their superintendent.
5. Major subcontractors.
6. Representatives of major suppliers and manufacturers, as appropriate.
7. Governmental and franchised utility representatives, as appropriate.
8. Permit agency representatives, as appropriate.
9. Funding agency representatives, as appropriate.
10. Others as requested by the Contractor, Owner, and Engineer.

E. Suggested Agenda:

1. Introductions and Roles
2. Contract Execution and Dates

    a. Contracts
    b. Contract Time/Dates
    c. Copies of Conformed Documents

3. Communications

    a. Lines of Communication
    b. Coordination Meetings
    c. Contact List
    d. Requests for Information (RFIs)

4. Preconstruction Matters

    a. Submittals
    b. Material Acquisition
    c. Mobilization
    d. Permitting

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5. Construction/Coordination

   a. Working Days/Hours
   b. Change Orders
   c. Locating Existing Facilities
   d. Demolition
   e. Testing
   f. Updated Schedules

6. Pay Requests

   a. Process
   b. Schedule of Values
   c. Stored Materials
   d. Preliminary As-Builts

7. Contract Closeout

   a. Substantial Completion
   b. Punch-list
   c. Final Acceptance
   d. Warranty
   e. Final Payment

1.03 RESIDENT MEETING(S)

A. Purpose: To present construction approach to affected 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.

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5. Major subcontractors, as appropriate.
6. Residents.

E. Suggested Agenda: To be determined by Engineer/Owner

1.04 UTILITY COORDINATION MEETING(S)

A. Purpose: To discuss the coordination of the construction with existing and proposed utilities.

B. Scheduling: Engineer will schedule utility coordination meeting(s) as needed. These meetings may be held in conjunction with Progress Meetings. Invites shall be distributed via electronic mail.

C. Location: A local site, convenient for all parties, designated by the Engineer.

D. Attendance:

1. Owner's representative.
2. Engineer.
3. Resident project representative.
4. Contractor and their 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 maximum frequency of once per week or less frequently, i.e. once per month, depending on the level of communication required for the project. 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.

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3. Resident project representative.
4. Contractor and his superintendent.
5. Major subcontractors, as appropriate.
6. Utility representatives, as appropriate.
7. Permit agency representatives, as appropriate.
8. Funding agency representatives, as appropriate.

E. Suggested Agenda:

1. Work progress since last meeting
2. Work scheduled this period
3. Field observations, problems and conflicts.
4. Construction schedule

    a. Status of current schedule
    b. Issues impacting schedule
    c. Fabrication and delivery schedules
    d. Corrective measures to regain projected schedule

5. Submittals
6. RFIs
7. Pending Changes and Substitutions
8. Quality Control
9. Pay Requests
10. Other Business

PART 2- PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

Attachment: Exhibit A - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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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 01 29 76 – Progress Payment Procedures
5. Section 01 33 23 - Shop Drawings, Project Data, and Samples
6. Section 01 29 73 - Schedule of Values

1.02 QUALIFICATIONS

A. A statement of computerized CPM capability shall be submitted in writing prior to the award of the Contract and shall verify that either Contractor's organization has in-house capability to use the CPM technique or that Contractor will employ a CPM consultant who is so qualified.

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B. In-house capability shall be verified by description of construction projects to which Contractor or Contractor's consultant has successfully applied computerized CPM and shall include at least two (2) projects valued at least half the expected value of this project.

1.03 FORM OF SCHEDULES

A. Prepare schedules in the form of a horizontal bar chart.

1. Provide a separate horizontal bar for each trade or operation within each structure or item.

2. Horizontal time scale:

a. Show starting and completion dates for each activity in terms of the number of days after Notice to Proceed. All completion dates shown shall be within the period specified for contract completion.

b. Identify the first workday of each month.

3. Scale and Spacing: Sufficient to allow space for notations and future revisions.

4. Maximum Sheet Size: 24 inches by 36 inches.

B. Format of Listings: The chronological order of the start of each item of work for each structure.

C. Identification of Listings: By major specification section numbers as applicable and by utility.

D. Construction Progress Schedules shall be computer generated using software 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.

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2. Show the dates for the beginning and completion of each major element of construction in no more than a two (2) week increment scale. Specifically, list, but do not limit to:

   a. Shop Drawing Schedule.
   b. Installation of temporary facilities.
   c. Clearing.
   d. Demolition
   e. Subcontractor work
   f. Utility Installations
   g. Paving
   h. Start-Up
   i. Project closeout

3. Show projected percentage of completion for each item, as of the first day of each month.

4. Show projected dollar cash flow requirements for each month of construction and for each activity as indicated by the approved Schedule of Values.

B. Submittals for construction progress schedules shall be in accordance with Section 01 33 23: Shop Drawings, Product Data, and Samples. Indicate on the schedule the following:

   1. The dates for Contractor's submittals.
   2. The date submittals will be required for Owner-furnished products, if applicable.
   3. The date approved submittals will be required from the Engineer.

C. A typewritten list of all long lead items (equipment, materials, etc.).

D. To the extent that the progress schedule or any revised progress schedule shows anything not jointly agreed upon or fails to show anything jointly agreed upon, it shall not be deemed to have been approved by the Engineer. Failure to include any element of work required for the performance of this Contract shall not excuse the Contractor from completing all work required within any applicable completion date, notwithstanding the Engineer's approval of the progress schedule.

E. Scheduling Constraints: The work within Owner's property must be completed within the maximum number of days start to finish, as indicated in the Contract. Additionally, work

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must proceed on a continuous basis, without stoppages, except for nights and weekends. There shall be no lapses between phases of construction.

1.05 PROGRESS REVISIONS

A. Indicate progress of each activity to date of submission.

B. Show changes occurring since previous submission of schedule:

1. Major changes in scope.
2. Activities modified since previous submission.
3. Revised projections of progress and completion.
4. Other identifiable changes.

C. Provide a narrative report as needed to define:

1. Problem areas, anticipated delays, and the impact on the schedule.
2. Corrective action recommended, and its effect.
3. The effect of changes on schedules of other prime contractors.

D. If the Work falls behind the critical path schedule by two (2) weeks or more, the Contractor shall prepare a recovery schedule.

1.06 SUBMISSIONS

A. Submittal Requirements.

1. Logic network and/or time-phased bar chart, computer generated.

2. Computerized network analysis:

a. Sort by early start
b. Sort by float
c. Sort by predecessor/successor

3. Narrative description of the logic and reasoning of the schedule.

B. Time of Submittals.

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Within ten (10) working days after Notice to Proceed, Contractor shall submit a network diagram describing the activities to be accomplished in the project and their dependency relationships, (predecessor/successor) as well as a tabulated schedule as herein defined. The total length of time indicated on the initial CPM schedule shall equal the exact number of days in the Contract Time as defined in Agreement. The schedule produced and submitted shall also indicate calendar dates, including project starting and completion dates, based on the Contract Commencement and completion dates indicated in the Notice to Proceed. The Engineer will complete the review of the complete schedule within fifteen (15) working days after receipt. During the review process, the Engineer may meet with a representative of Contractor to review the proposed plan and schedule to discuss any clarifications that may be necessary.

C. Within ten (10) working days after the conclusion of the Engineer's review period, Contractor shall revise the network diagram as required and resubmit the network diagram and a tabulated schedule produced therefrom. The revised network diagram and tabulated schedule shall be reviewed and accepted or rejected by the Engineer within fifteen (15) working days after receipt. The network diagram and tabulated schedule, when accepted by the Engineer, shall constitute the project work schedule unless a revised schedule is required due to substantial changes in the Work, a change in Contract Time or a recovery schedule is required and requested.

D. Acceptance. The finalized schedule will be acceptable to the Engineer when, in the opinion of the Engineer, it demonstrates an orderly progression of the Work to completion in accordance with the Contract Documents. Such acceptance will neither impose on the Engineer responsibility for the progress or scheduling of the Work nor relieve Contractor from full responsibility, therefore. The finalized schedule of shop drawing submittals will be acceptable to the Engineer when, in the opinion of the Engineer, it demonstrates a workable arrangement for processing the submittals in accordance with the requirements. The finalized Schedule of Values (lump sum price breakdown), as applicable, will be acceptable to the Engineer as to form and content when, in the opinion of the Engineer, it demonstrates a substantial basis for equitably distributing the Contract Price. When the network diagram and tabulated schedule have been accepted, the Contractor shall submit to the Engineer six (6) copies of the time-scaled network diagram, six (6) copies of a computerized tabulated schedule in which the activities have been sequenced by numbers, six (6) copies of a computerized tabulated schedule in which the activities have been sequenced by early starting date, and six (6) copies of a computerized, tabulated schedule in which activities have been sequenced by total float, and six (6) copies sorted by predecessor/successor.

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E. Revised Work Schedules. Contractor, if requested by the Engineer, shall provide a revised work schedule if, at any time, the Engineer considers the completion date to be in jeopardy because of "activities behind schedule." The revised work schedule shall include a new diagram and tabulated schedule conforming to the requirements of Paragraph 1.09 herein, designed to show how Contractor intends to accomplish the Work to meet the completion date. The form and method employed by Contractor shall be the same as for the original work schedule. No payment will be made if activities fall more than two (2) weeks behind schedule and a revised work schedule is not furnished.

F. Schedule Revisions. The Engineer may require Contractor to modify any portions of the work schedule that become infeasible because of "activities behind schedule" or for any other valid reason. An activity that cannot be completed by its original latest completion date shall be deemed to be behind schedule. No change may be made to the sequence, duration, or relationships of any activity without approval of the Engineer.

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1.07 DISTRIBUTION

A. Distribute copies of the reviewed schedules to:

1. Engineer.
2. Jobsite file.
3. Subcontractors.
4. Other concerned parties.
5. Owner (two copies).

B. Instruct recipients to report promptly to the Contractor, in writing, any problems anticipated by the projections shown in the schedules.

1.08 CHANGE ORDERS

A. Upon approval of a change order, the approved changes shall be reflected in the next scheduled revision or update submittal of the construction progress schedule by the Contractor.

1.09 CPM STANDARDS

A. CPM, as required by this Section, shall be interpreted to be generally as outlined in the Associated General Contractors (AGC) publication, The Use of CPM in Construction, A Manual for General Contractors and the Construction Industry, Copyright 1976.

B. Work schedules shall include a graphic network and computerized, tabulated schedules as described below. To be acceptable the schedule must demonstrate the following:

1. A logical succession of work from start to finish.

2. Definition of each activity. Activities shall be identified by major specification section numbers, as applicable, and by major utility.

3. A logical flow of work crews/equipment (crews are to be defined by manpower category and man-hours; equipment by type and hours).

4. Show all work activities and interfaces including submittals as well as major material and equipment deliveries.

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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.

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.

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F. Project Information. Each tabulation shall be prefaced with the following summary data:

1. Project Name.
2. Contractor.
3. Type of Tabulation (Initial or Updated).
4. Project Duration.
5. Project Scheduled Completion Date.
6. Effective or Starting Date of the Schedule.
7. New Project Completion Date and Project Status (if an updated or revised schedule).
8. Actual Start Date and Actual Finish Date (for all updated schedules.)

1.10 SCHEDULE MONITORING

A. At not less than monthly intervals or when specifically requested by Engineer, Contractor shall submit to the Engineer a computer printout of an updated schedule for those activities that remain to be completed. Typically, the updated schedule will be submitted with the application for payment as specified below.

B. The updated schedule shall be submitted in the form, sequence, and number of copies requested for the initial schedule.

1.11 PROGRESS MEETINGS

A. For the monthly progress meeting, Contractor shall submit a revised CPM schedule and a three-week look-ahead schedule, showing all activities completed, in progress, uncompleted, or scheduled to be worked during the weeks. The three weeks include the current week plus the next two weeks. All activities shall be from the approved CPM and must be as shown on the CPM unless behind or ahead of schedule. One copy of the revised CPM schedule shall be submitted with each copy of that month's application for payment, electronically in color.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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SECTION 01 32 36 - VIDEO MONITORING AND DOCUMENTATION

PART 1 – GENERAL

1.01 SCOPE OF WORK

A. Furnish all labor, materials, and equipment to furnish color audio video recording of the project site as specified herein.

B. Related Requirements Described Elsewhere:

1. Project Requirements: Section 01 00 00.

2. Summary of Work: Section 01 11 00.

3. Project Record Documents: Section 01 78 39.

C. Furnish to the Engineer an original and one copy of a continuous color audio video recording on USB flash drive around the entire project site. The recording shall be taken prior to any construction activity.

D. The Engineer reserves the right to reject the audio video recording because of poor quality, unintelligible audio or uncontrolled pan or zoom. Any video rejected by the Engineer shall be redone at no cost to the Owner. Under no circumstances shall construction begin until the Engineer has received and accepted the audio video USB flash drive.

E. The recording shall be performed by a qualified, established audio video recording firm, knowledgeable in construction practices which have a minimum of one (1) year experience in the implementation of established inspection procedures.

1.02 COLOR AUDIO VIDEO SURVEY

A. Complete coverage shall include all surface features located within the project site, easement areas, and adjacent private properties covering the extent of the project site to be utilized by the Contractor and will be supported by appropriate audio description made simultaneously with video coverage. Such coverage shall include, but not be limited to, all existing driveways, sidewalks, curbs, ditches, roadways including viaducts, landscaping, trees, culverts, headwalls, and retaining walls, and buildings located within the area. Video

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coverage shall extend to the maximum height of all structures within this zone.

B. All recording shall be done during times of good visibility. No recording shall be done during periods of visible precipitation, or when more than ten percent of the ground area is covered with standing water, unless otherwise authorized by Owner.

1.03 COST OF VIDEOGRAPHY

A. The Contractor shall pay costs for specified videography and any required digital copies.

PART 2 – PRODUCTS

2.01 AUDIO AND VIDEO

A. Contractor shall furnish continuous color, audio-video of professional quality on USB flash drives.

B. Submit pre- and post-construction video in a digital format acceptable to the Engineer. Recordings must be finalized with no editing of information and must be properly marked with the date, location, Contractor's name, job site, and name of Videographer. The date and time stamp must be visible at all times on image.

C. Each video shall begin with the Owner's name, Contract name and number, Contractor's name, date, and location information such as street name, direction of travel, viewing side, etc.

D. Information appearing on the video must be continuous and run simultaneously by computer generated transparent digital information. No editing or overlaying of information at a later date will be acceptable.

E. Digital information will be as follows:

1. Upper left corner:

   a. Name of Contractor.
   b. Day, date, and time.
   c. Name of project.

2. Lower left corner:

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a. Route of travel.
b. Viewing side.
c. Direction of travel.
d. Stationing.

F. Time must be accurate and continuously generated.

G. Engineering station numbers must be continuous, be accurate and correspond to project stationing. The symbols should be the standard engineering symbols (i.e. 16+64).Written documentation must coincide with the information on the video so as to make easy retrieval of location sought for at a later date.

H. The video system shall have the capability to transfer individual frames of video electronically into hard copy prints or photography negatives.

I. Audio shall be recorded at the same time as the video recording and shall have the same information as on the viewing screen. Special commentary will be given for unusual conditions of buildings, sidewalks and curbing, foundations, trees, and shrubbery, etc.

J. All USB flash drives shall bare labels with the following information:

1. Recording Number.

2. Owner's Name.

3. Date of Recording.

4. Project Name and Number.

5. Location and Standing Limit of USB Flash Drive.

K. Prior to commencement of audio video recording, the Contractor shall notify the Engineer in writing when and where the audio video recording will begin. The Engineer may provide a designated representative to accompany and oversee coverage of all recording operations. Audio video recording completed without an Engineer representative present will be unacceptable unless specifically authorized by the Engineer.

PART 3 – EXECUTION

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3.01 TECHNIQUE

A. Factual Presentation.

B. Correct exposure and focus.

1. High resolution and sharpness.

2. Maximum depth-of-field.

3. Minimum distortion.

3.02 VIEWS REQUIRED

A. Videos shall adequately illustrate condition of construction and state of progress.

1. At successive periods of videography, take at least one video from the same overall view as previously videoed. Consult with the Engineer at each period of videography for instructions concerning views required.

3.03 DELIVERY OF VIDEOS

A. Deliver videos, on USB Flash Drive with coordinating log, to the Engineer as attachment to Application for Payment. (Flash Drive will become property of ENGINEER and/or client)

B. Distribution of construction videos, 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 be delivered with Project Record Documents as specified in Section 01 78 39].

3. CONTRACTOR [one (1) set].

END OF SECTION

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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.
9. Status of O&M manuals submitted.
10. Specification Section.
11. Drawings Sheet Number.

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D. Related Work Specified Elsewhere

1. Section 01 60 00: Product Requirements

1.02 CONTRACTOR'S RESPONSIBILITY

A. It is the duty of the Contractor to check all drawings, data and samples prepared by or for him before submitting them to the Engineer for review. Each and every copy of the drawings and data shall bear Contractor's stamp and signature showing that they have been so checked. Shop drawings submitted to the Engineer without the Contractor's stamp and signature will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents. If the Contractor takes exception to the specifications, the Contractor shall note the exception in the letter of transmittal to the Engineer. Shop drawings submittals shall not be used as a vehicle for requesting approval of substitute or alternative equipment and materials. Substitution requests will be considered only when submitted in accordance with the applicable provisions of Section 01 60 00.

B. Determine and Verify:

1. Field measurements.
2. Field construction criteria.
3. Catalog numbers and similar data.
4. Conformance with Specifications.

C. The Contractor shall furnish the Engineer a schedule of Shop Drawings submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.

D. The Contractor shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him, by the Engineer, with approval.

E. The Contractor shall submit to the Engineer all drawings and schedules sufficiently in advance of construction requirements to provide no less than thirty (30) calendar days for checking and appropriate action from the time the Engineer receives them.

F. All submittals shall be accompanied by a transmittal letter prepared in duplicate containing

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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.

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;

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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 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

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3. As indicated in Specifications Sections, all drawings, schematics, manufacturer's product data, certifications and other shop drawing submittals required by a system specification shall be submitted at one time as a package to facilitate interface checking.

1.04 SHOP DRAWINGS

A. When used in the Contract Documents, the term "Shop Drawings" shall be considered to mean Contractor's plans for materials and equipment which become an integral part of the Project. These drawings shall be completed and detailed. Shop Drawings shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer's scale drawing, and wiring and control diagrams. Cuts, catalogs, pamphlets, descriptive literature, and performance and test data shall be considered only as supportive to required shop drawings as defined above. As used herein, the term "manufactured" applied to standard units usually mass-produced; and "fabricate" means items specifically assembled or made out of selected materials to meet individual design requirements.

B. Manufacturer's catalog sheets, brochures, diagrams, illustrations and other standard descriptive data shall be clearly marked to identify pertinent materials, product or models. Delete information which is not applicable to the Work by striking or cross-hatching.

C. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the Engineer and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.

D. Each Shop Drawing shall have a transmittal sheet. The transmittal sheet shall display the following:

1. Project title and number.
2. Name of project building or structure.
3. Number and title of the shop drawing.
4. Date of shop drawing or revision.
5. Name of Contractor and subcontractor submitting drawing.
6. Supplier/manufacturer.
7. Separate detailer when pertinent.
8. Specification number.
9. Drawing number.

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A Letter of Transmittal Excel document shall be provided to the Contractor per request.

[Contractor Company Logo]	[Contractor Company Name] [Address] [Address] [Phone #]			**LETTER OF TRANSMITTAL**
TO:	Mead & Hunt		**DATE:**	
ATTN:	Karen Gimbel	karen.gimbel@meadhunt.com	**M&H PROJECT NO.**	
			COUNTY BID NO.	
		-	**RE:**	
		-		
SUBMITTAL #	**SPEC SECTION(S) #**	**SHEET(S) #**	**SUBMITTAL DESCRIPTION**	
			SUPPLIER/MANUFACTURER	
Notification of deviations from Contract Documents:				

I hereby certify that the Contractor has satisfied Contractor's obligations under the Contract Documents relative to Contractor's review and approval of this submittal.

Signed:	
Type Name:	

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E. If drawings show variations from Contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such drawings have been reviewed.

F. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material. Materials and equipment lists shall give, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish and all other pertinent data.

G. For all mechanical and electrical equipment furnished, the Contractor shall provide a list including the equipment name, address and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained.

H. All manufacturers or equipment suppliers who are proposed to furnish equipment or products shall submit an installation list to the Engineer along with the required shop drawings. The installation list shall include at least five (5) installations where identical equipment has been installed and has been in operation for a period of at least one (1) year.

I. Only the Engineer will utilize the color "red" in marking shop drawing submittals.

1.05 WORKING DRAWINGS

A. When used in the Contract Documents, the term "working drawings" shall be considered to mean the Contractor's plan for temporary structures such as temporary bulkheads, support of open cut excavation, support of utilities, ground water control systems, forming and false work; for underpinning; and for such other work as may be required for construction but does not become an integral part of the project.

B. Copies of working drawings as noted in paragraph 1.05 A. above, shall be submitted to the Engineer where required by the Contract Documents or requested by the Engineer, and shall be submitted at least thirty (30) calendar days (unless otherwise specified by the Engineer) in advance of their being required for work.

C. Working drawings shall be signed by a registered Professional Engineer, currently licensed

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to practice in the State of Florida and shall convey, or be accompanied by, calculation or other sufficient information to completely explain the structure, machine, or system described and its intended manner of use. Review of working drawings by the Engineer will not relieve the Contractor in any way from his responsibility with regard to the fulfillment of the terms of the Contract. All risks of error are assumed by the Contractor; the Owner and Engineer shall have no responsibility therefore.

1.06 SAMPLES

A. The Contractor shall furnish, for the approval of the Engineer, samples required by the Contract Documents or requested by the Engineer. Samples shall be delivered to the Engineer as specified or directed. The Contractor shall prepay all shipping charges on samples. Materials or equipment for which samples are required shall not be used in work until approved by the Engineer.

B. Samples shall be of sufficient size and quantity to clearly illustrate:

1. Functional characteristics of the product, with integrally related parts and attachment devices.

2. Full range of color, texture and pattern.

3. A minimum of two (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

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of this letter with the shipment and send a copy of this letter to the Engineer. Approval of a sample shall be only for the characteristics or use names in such approval and shall not be construed to change or modify any Contract requirements.

E. Approved samples not destroyed in testing shall be sent to the Engineer or stored at the site of work. Approved samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the approved samples. Samples which failed testing or were not approved will be returned to the Contractor at his expense, if so, requested at time of submission.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

Attachment: Exhibit A - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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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. Excavation and Fill: See FDOT Standard Specifications for Road and Bridge Construction, latest edition.

b. Cast-in-Place Concrete: See FDOT Standard Specification for Road and Bridge Construction, latest edition.

C. The following schedule defines the responsibility for various tests.

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

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Pressure	As specified in Section 33 05 05.31	Contractor
Bacteriological	As required by local and state agencies.	Contractor
LBR	Each 1500 SF of pavement (minimum).	Contractor
Concrete	Slump test each delivery and compression test five cylinders every 50 C.Y. (minimum).	Contractor

D. Additional Tests: The Contractor shall pay for first tests as specified herein. In the event that first test samples do not meet the applicable material specification, the Contractor shall take measures to conform the material and equipment to the Specifications. All subsequent tests shall be paid for by the Contractor.

1.02 LABORATORY TESTS

A. The materials listed below shall require advance and periodic laboratory tests as indicated, and shall be sampled in accordance with the methods of the A.S.T.M. and as directed by the Engineer. With the exception of concrete test cylinders and mixing water, duplicate advance samples of all materials requiring laboratory tests shall be submitted to the Engineer, one of which will be certified by the Engineer for submission to the testing laboratory and the other retained on the job site in suitable storage provided by the Contractor. Except as noted below, preliminary samples of materials for advance laboratory tests shall be submitted at least two (2) 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 under the detailed specifications for the particular material involved. All samples shall be properly packed and clearly marked as to source and intended use.

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MATERIALS	TEST FREQUENCY	SAMPLE SIZE	SHIPPING CONTAINER
Fine Aggregate	Advance, first shipment then each 100 tons	100 lbs.	Canvas Sack
Coarse Aggregate	Advance, first shipment then each 200 tons	Stone or Gravel 200 lbs.	Strong Sack
Concrete	Advance test using approved materials	4 cylinders per mix, 2 broken at 7 days, 2 at 28 days	
Concrete (b) Air Entrainment	Advance test on trial mix air entraining agent is used. Test as specified under Article 405 (e)		

1.03 TESTS

A. The materials listed below shall be tested at the shop or plant of, and by, the producer. Each manufacturer of such materials shall be fully equipped to carry out the tests herein designated. Upon demand of the Engineer, the manufacturer shall perform such additional number of tests as the Engineer may deem necessary to establish the quality of the material offered for use. The Engineer shall be furnished with the certified records of reports of the results of all tests, such reports of records to contain a sworn statement that the tests have been made as specified.

MATERIAL	TEST METHOD
Cement	ASTM C114
Ductile Iron Pipe (Centrifugally Cast)	As required under ANSI A21.51-1176
Brick	ASTM C-32
Reinforcement	ASTM A-15 & A-305

1.04 FIELD TESTS

A. All sewers, water lines, piping and equipment shall be tested in the field in the presence of the Engineer or his authorized assistant, in the manner prescribed in the sections of these specifications pertaining to such installations. The Engineer may also perform or have performed any other field tests necessary to determine compliance with the Contract requirements. The Contractor shall furnish all necessary labor, equipment, and materials

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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.

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.

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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.

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

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operations.

B. Secure and deliver to the laboratory adequate representational samples of materials purposed to be used and which require testing.

C. Provide to the laboratory the preliminary design mix proposed to be for concrete, and other materials mixes which require control by the testing laboratory.

D. Materials and equipment used in the performance of work under this Contract are subject to inspection and testing at the point of manufacturer of fabrication. Standard specifications for quality and workmanship are indicated in the Contract Documents. The Engineer may require the Contractor to provide statements or certificates from the manufacturers and fabricators that in full accordance with the standard specifications for quality and workmanship indicated in the Contract Documents. All costs of this testing and providing statements and certificates shall be a subsidiary obligation of the Contractor, and no extra charge to the Owner shall be allowed on account of such testing and certification.

E. Furnish incidental labor and facilities:

1. To provide access to Work to be tested.

2. To obtain and handle samples at the Project site or at the source of the product to be tested.

3. To facilitate inspections and tests.

4. For storage and curing of test samples.

5. Notify laboratory sufficiently in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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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.

a. If activity impact should **exceed** one acre:

i. The Contractor must apply for a NPDES permit with the Florida Department of Environmental Protection (FDEP), accessible through the provided link below.

1. https://floridadep.gov/sites/default/files/CGP%20NOI%2062-621.300_4b_0.pdf

ii. The Contractor must create a Stormwater Pollution Prevention Plan (SWPPP) and provide its location in the NPDES permit, requirements and guidelines are accessible through the provided links below.

1. http://www.swppps.org/requirements
2. https://floridadep.gov/sites/default/files/ConstructionSWPPP_0.pdf

iii. The Contractor must create a weekly inspection schedule.

1. Additional inspections are required after rainfall exceeding 0.5 inches.

iv. The Contractor must provide a Certified Person for contact.

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1. Certified Person(s) must have Erosion and Sedimentation Control training.

b. All aforementioned requirements shall be provided to the Engineer.

i. NPDES permit receipt given upon approval by the FDEP must be provided.

2. Temporary erosion controls include, but are not limited to, grassing, mulching, setting, watering and re-seeding on-site surfaces, soil and borrow area surfaces, providing interceptor ditches at ends of berms and at those locations which will ensure that erosion during construction will be either eliminated or maintained within acceptable limits as established by the Owner.

3. Temporary sedimentation controls include, but are not limited to silt dams, traps, barriers, and appurtenances at the foot of sloped surfaces which will ensure that sedimentation pollution will be either eliminated or maintained within acceptable limits as established by the Owner.

4. Temporary dust controls include, but are not limited to mulching, establishing temporary vegetation, water spraying, surface roughening through tilling, barriers, and spray on adhesives which will ensure minimal dust deposition into water bodies and reduce airborne dust that may cause low visibility or respiratory hazards.

5. Contractor is responsible for designing, providing, maintaining and removing effective temporary erosion, sediment and dust control measures during construction or until final controls become effective.

B. Reference Standards:

1. Florida Department of Agriculture and Consumer Services (FDACS).

2. Florida Department of Environmental Protection (FDEP).

a. FDEP (SESCIM) -- FDEP Florida Stormwater, Erosion and Sedimentation Control Inspector's Manual.

3. Florida Department of Transportation (FDOT):

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a. FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System.

i. FDOT Index No. 102 -- Temporary Erosion and Sediment Control.

b. FDOT Standard Specifications for Road and Bridge Construction.

i. FDOT Section 104 -- Prevention, Control, and Abatement of Erosion and Water Pollution.
ii. FDOT Section 570 -- Performance Turf.
iii. FDOT Section 901 -- Coarse Aggregate.
iv. FDOT Section 981 -- Turf Materials.
v. FDOT Section 985 -- Geotextile Fabrics.
vi. FDOT Section 987 -- Prepared Soil Layer Materials.

4. U.S. Environmental Protection Agency (EPA):

a. EPA (NPDES) -- National Pollutant Discharge Elimination System.

PART 2 - PRODUCTS

2.01 EROSION CONTROL

A. Sodding, mulching, grassing and seeding are specified in FDOT Standard Specifications for Road and Bridge Construction.

B. Backfill is specified in FDOT Standard Specifications for Road and Bridge Construction.

C. Netting shall be fabricated of material acceptable to the Owner.

2.02 SEDIMENTATION CONTROL

A. Netting shall be fabricated of material acceptable to the Owner.

B. Filter stone shall be crushed stone which conforms to Florida Department of Transportation (FDOT) specifications.

C. Concrete block shall be hollow, non-load bearing type.

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D. Concrete shall be exterior grade not less than one-inch thick.

E. Sediment Fence.

2.03 DUST CONTROL

A. Sodding, mulching, grassing, seeding and tilling are specified in FDOT Standard Specifications for Road and Bridge Construction.

2.04 BEST MANAGEMENT PRACTICES FOR EROSION AND SEDIMENT CONTROL

NAME	APPLICATION	MAX DRAINAGE AREA	USEFUL LIFE	COMMENT
Block & Gravel	Inlet protection	<1 acre	3-6 Months	Routine Maintenance Required
Brush Barrier	Perimeter Control	Unspecified	3-6 Months	Routine Maintenance Required
Check Dam / Hay Bale	Control Water Velocity	10 Acres	< 3 Months	Replace as Needed
Check Dam / Rock (Gravel)	Control Water Velocity	10 Acres	18 Months	Max Height 2 feet
Check Dam / Silt Fence	Control Water Velocity	10 Acres	6 Months	Replace as Needed
Construction Road Stabilization	Road Stabilization	Unspecified	Project Life	Routine Maintenance Required
Curb and Gutter Sediment Barrier	Inlet Protection	< 1 Acre	> 6 Months	Routine Maintenance Required
Drain field Pipe Inlet Protection	Inlet Protection	< 1 Acre	> 6 Months	Routine Maintenance Required
Floating Turbidity Barrier	Silt/Sediment Containment	Unspecified	> 18 Months	Use in Low Flow Water Body
GeoHay Curb Inlet Protection	Inlet Protection	< 1 Acre	> 6 Months	Routine Maintenance Required
Gravel and Wire Mesh	Inlet Protection	<1 Acre	3-6 Months	Routine Maintenance Required
Silt Fence	Perimeter	< ¼ Acre per	3 Months	Trench In &

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	Control	100 ft of length		Compact
Silt Fence (Filter Fabric)	Inlet Protection	< 1 Acre	3 Months	Routine Maintenance Required
Sod	Inlet Protection	< 1 Acre	> 6 Months	Routine Maintenance Required
Temporary Diversion Dike	Slope Protection	5 Acres	> 18 Months	Compact / Stabilize Slopes
Temporary Fill Diversion	Slope Protection	5 Acres	1 Day – 1 Week	Rebuild as Needed
Temporary Gravel Construction Entrance	Entrance	Unspecified	Project Life	Routine Maintenance Required
Temporary Sediment Basin	Sediment Removal	> 5 Acres	18 Months	Engineer Must Design
Temporary Sediment Trap	Sediment Removal	5 Acres	18 Months	Stabilize Interior/Exterior Slopes
Temporary Slope Drain	Slope Protection	5 Acres	3-6 Months	Stabilize Outfall
Temporary Right-Of-Way Diversion	Shorten Flow Length	< 5 Acres	3-6 Months	Inspect Weekly or After Rain

PART 3 – EXECUTION

3.01 PREPARATION AND INSTALLATION

A. No clearing or rough cutting shall be permitted until temporary erosion, sediment and dust control systems are in place, unless permitted directly by the City Engineer.

B. Installation of erosion and sediment control materials shall be per manufacturer recommendations and in accordance with FDOT standards.

C. Any damage caused by construction traffic to temporary erosion, sediment and dust controls systems shall be repaired immediately by the Contractor.

D. The Contractor shall be responsible for collecting, storing, hauling and disposing of soil, silt, and waste materials as specified in this or other Specifications and in compliance with relevant federal, state, and local rules and regulations.

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E. Contractor shall make a visual inspection of all sedimentation and erosion control devices (including turbidity barriers) on a daily basis and promptly after every rainstorm. If such inspection reveals that additional measures are needed to prevent movement of sediment beyond the barrier limits, the Contractor shall promptly install additional devices as needed. Sediment controls shall be promptly repaired and maintained, as needed. The Contractor shall keep a log of all inspections indicating the following:

1. Date and time of inspection.
2. Inspector.
3. Amount of rainfall.
4. Erosion and sediment control devices inspected.
5. Condition of sediment and erosion control devices.
6. Repairs or maintenance needed.
7. Date repair or maintenance is completed.

3.02 EROSION CONTROL

A. Minimum procedures for grassing are:

1. Scarify slopes to a depth of not less than six inches and remove large clods, rock, stumps, roots larger than 1/2-inch in diameter and debris.

2. Sow seed within twenty-four (24) hours after the ground is scarified with either mechanical seed drills or rotary hand seeders.

3. Apply mulch loosely and to a thickness of between 3/4 inch and 1-1/2 inches.

4. Apply netting over mulched areas on sloped surfaces.

5. Roll and water seeded areas in a manner which will encourage sprouting of seeds and growing of grass. Reseed areas which exhibit unsatisfactory growth. Backfill and seed eroded areas.

3.03 SEDIMENTATION CONTROL

A. Install and maintain silt dams, traps, barriers, and appurtenances as shown on the approved descriptions and working drawings. Hay bales which deteriorate and filter stone which is dislodged shall be replaced.

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3.04 DUST CONTROL

A. The dust control product chosen shall be appropriate for to the site conditions (topography and soils).

B. Grade and/or smooth the surfaces to be treated as needed and prescribed by the product guidance before the dust control product is applied.

3.05 PERFORMANCE

A. Should any of the temporary erosion and sediment control measures employed by the Contractor fail to produce results which comply with the requirements of the State of Florida, the Owner or Engineer, the Contractor shall immediately take whatever steps are necessary to correct the deficiency at his own expense.

END OF SECTION

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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 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.

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Such data shall be in sufficient detail to enable Engineer to identify the particular product to form an opinion as to its conformity to the specifications.

C. Facilities and labor for handling and inspection of all materials and equipment shall be furnished by Contractor. If Engineer requires, either prior to beginning or during progress of the work, Contractor shall submit samples of materials for such special tests as may be necessary to demonstrate that they conform to the specifications. Such samples shall be furnished, stored, packed and shipped as directed at Contractor's expense. Except as otherwise noted, Contractor shall make arrangements for and pay for the tests.

D. Contractor shall submit data and samples sufficiently early to permit consideration and approval before materials are necessary for incorporation in the work. Any delay of approval resulting from Contractor's failure to submit samples or data promptly shall not be used as a basis of claim against Owner or Engineer.

E. In order to demonstrate the proficiency of workers or to facilitate the choice among several textures, types, finishes and surfaces, Contractor shall provide such samples of workmanship or finish as may be required.

F. The materials and equipment used on the work shall correspond to the approved samples or other data.

1.03 SUBSTITUTIONS AND PRODUCT OPTIONS

A. The substitution requirements of this Section are in addition to the requirements of the General Conditions and Supplementary Conditions.

B. The intent of these Specifications is to provide Owner with a quality facility without discouraging competitive bidding. Substitutions may be submitted and will be evaluated as specified herein.

C. A Request for Substitution of Product may be submitted after the Contractor:

1. Has investigated the proposed product and determined that it is equal to or superior to specified product, furnishes a certification to that effect and waives all rights to additional payment or time that may subsequently become necessary due to the failure of the substituted product to perform adequately.

2. Agrees to provide same warranties or bonds for product substitution as for product specified.

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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 forty-five (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.

3. After the period of forty-five (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 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.

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1. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with Engineer for further instructions.
2. Do not proceed with work without clear instructions.

C. Perform work in accordance with manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

1.05 TRANSPORTATION AND HANDLING

A. Arrange deliveries of products in accordance with construction schedules, coordinate to avoid conflict with work and conditions at the site.

1. Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.

2. Immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals, and that products are properly protected and undamaged.

B. Provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.

1.06 STORAGE AND PROTECTION

A. The Contractor shall furnish a covered, weather-protected storage structure providing a clean, dry, noncorrosive environment for all mechanical equipment, valves, architectural items, electrical and instrumentation equipment, and special equipment to be incorporated into this project. Storage of equipment shall be in strict accordance with the "instructions for storage" of each equipment supplier and manufacturer including connection of heaters, placing of storage lubricants in equipment, etc. Corroded, damaged or deteriorated equipment and parts shall be replaced before acceptance of the project. Equipment and materials not properly stored will not be included in a payment estimate.

B. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible.

1. Store products subject to damage by the elements in weathertight enclosures such as buildings or trailers which have a concrete or wooden floor, a roof and fully closed walls on all sides.

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2. Maintain temperature and humidity within the ranges required by manufacturer's instructions (i.e. electrical and instrumentation equipment).

3. Protect mechanical and electrical equipment from being contaminated by dust, dirt and moisture.

4. Store fabricated products above the ground, on blocking or skids prevent soiling and staining. Cover products which are subject to deterioration with impervious sheet coverings, provided adequate ventilation to avoid condensation.

5. Provide heated storage space for material which would be damaged by freezing.

6. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.

7. Prior to the installation 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.

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G. Protection After Installation: Provide substantial coverings as necessary to protect installed products from damage from traffic and subsequent construction operations. Remove covering when no longer needed.

H. The Contractor shall be responsible for all material, equipment, and supplies delivered to Owner under this Contract until final inspection of the work and acceptance thereof by Owner. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed prior to final inspection and acceptance, Contractor shall replace same without additional cost to Owner.

I. Should Contractor fail to take proper action on storage and handling of equipment supplied under the Contract within seven (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 ensure proper lubrication and to avoid metal-to-metal "welding". Upon installation of the equipment, Contractor shall start the equipment, at least half load, once weekly for an adequate period of time to ensure that the equipment does not deteriorate from lack of use.

6. Lubricants shall be changed upon completion of installation and as frequently as required thereafter during the period between installation and acceptance. Mechanical equipment to be used in the work, if stored for longer than ninety (90) days, shall have the bearings cleaned, flushed and lubricated prior to testing and startup, at no extra cost to Owner.

7. Prior to acceptance to the equipment, Contractor shall have the manufacturer inspect the equipment and certify that its condition has not been detrimentally affected by the long storage period. Such certifications by the manufacturer shall be deemed to mean that the equipment is judged by the manufacturer to be in a condition equal to that of equipment that has been shipped, installed, tested and accepted in a minimum time period. As such, the manufacturer will guarantee the equipment equally in both instances. If such a certification is not given, the equipment shall be judged to be defective. It shall be removed and replaced at Contractor's expense.

1.09 WARRANTY

A. For all major pieces of equipment, submit a warranty from the equipment manufacturer as specified. The manufacturer's warranty period shall be concurrent with the Contractor's for one (1) year after the time of acceptance.

1.10 SPARE PARTS

A. Spare parts for certain equipment have been specified in the pertinent sections of the Specifications. Contractor shall collect and store all spare parts so required in an area to be designated by Engineer. In addition, Contractor shall furnish Engineer an inventory listing all spare parts, the equipment they are associated with, the name and address of the

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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 (3) weeks of operation.

END OF SECTION

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SECTION 01 71 13 - MOBILIZATION

PART 1 - GENERAL

1.01 DEFINITION AND SCOPE

A. Mobilization shall include the obtaining of all permits, insurance, and bonds; moving onto the site of all plant and equipment; furnishing and erecting plants, temporary buildings, and other construction facilities; all as required for the proper performance and completion of the Work. Mobilization shall include, but not be limited to, the following principal items.

1. Move onto the site all Contractors' plant and equipment required for first month operations.

2. Install temporary construction power, wiring, and lighting facilities.

3. Establish fire protection plan and safety program.

4. Secure construction water supply.

5. Provide field office trailers for Contractor and as may be specified for Owner and Engineer.

6. Provide on-site sanitary facilities and potable water facilities as specified.

7. Arrange for and erect Contractor's work and storage yard and employee's parking facilities.

8. Submit all required insurance certificates and bonds.

9. Obtain all required permits.

10. Post all OSHA, EPA, Department of Labor, and all other required notices.

11. Have Contractor's superintendent at the job site full time.

12. Submit a detailed construction CPM schedule acceptable to the Engineer as specified.

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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.

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 1 - 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 2 - PRODUCTS

2.01 MATERIALS

A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.

B. Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.

C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

D. Materials required for this Section shall be of the same quality as materials that are to be restored. Where possible, the Contractor shall reuse existing materials that are removed

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and then replaced.

PART 3 - EXECUTION

3.01 DURING CONSTRUCTION

A. Execute daily cleaning to keep the Work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations or personal activities.

B. Provide on-site containers for the collection of waste materials, debris and rubbish.

C. Remove waste materials, debris and rubbish from the site periodically, or as directed by the Owner and dispose of at legal disposal areas away from the site.

3.02 DUST CONTROL

A. The Contractor shall employ construction techniques that minimize the production and distribution of dust.

B. Clean interior spaces prior to the start of finish painting and continue cleaning on an as-needed basis until painting is finished.

C. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly-coated surfaces.

3.03 RESTORATION OF DRIVEWAYS, FENCES, AND SIDEWALKS

A. Existing public and private driveways and sidewalks disturbed by the Contractor shall be replaced. Paved drives shall be repaved to the limits and thickness existing prior to construction. Gravel drives shall be replaced and regraded. Concrete driveways and sidewalks shall be replaced.

B. The Contractor shall remove, store and replace existing fences during construction. Only the sections directed by the Engineer shall be removed. If any section of fence is damaged due to the Contractor's negligence, it shall be replaced with fencing equal to or better than that damaged, and the work shall be satisfactory to the Engineer.

3.04 INCIDENTAL WORK

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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.

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

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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.

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

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END OF SECTION

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SECTION 01 78 39 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

A. Maintain at the site for the Owner one record copy of:

1. Drawings.
2. Specifications.
3. Addenda.
4. Change Orders and other modifications of the contract.
5. Engineer's Field Orders or written instructions.
6. Approved Shop Drawings.
7. Field Test records.
8. Construction photographs, preconstruction videos, and pipeline videos.
9. Preliminary as-built drawings.

B. RELATED WORK SPECIFIED ELSEWHERE

1. Section 00 80 00: Supplementary Conditions

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

A. Store documents and samples in Contractor's field office apart from documents used for construction.

1. Provide files and racks for storage of documents.
2. Provide locked cabinet or secure storage space for storage of samples.

B. File documents and samples in accordance with CSI format with section numbers as provided herein.

C. Maintain documents in a clean, dry, legible, condition and in good order. Do not use record documents for construction purposes.

D. Make documents and samples available at all times for inspection by the Engineer.

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E. As a prerequisite for monthly progress payments, the Contractor shall provide the currently updated "Record Documents" for review by the Engineer and Owner.

1.03 MARKING DEVICES

A. Provide felt tip marking pens for recording information in the color code designated by the Engineer.

1.04 RECORDING

A. Label each document. "PROJECT RECORD" in neat large printed letters.

B. Record information concurrently with construction progress. Do not conceal any work until required information is recorded.

C. Drawings: Legibly mark to record actual construction:

1. Depths of various elements of foundation in relation to finish first floor datum.

2. All underground piping with elevations and dimensions. Change to piping location. Horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements. Actual installed pipe materials, class, etc.

3. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.

4. Field changes of dimensional and detail.

5. Changes made by Field Order or by Change Order.

6. Details not on original contract drawings.

7. Equipment and piping relocations.

8. Major architectural and structural changes including relocation of doors, windows, etc.

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9. Architectural schedule changes according to Contractor's records or shop drawings.

    a. Contractor shall provide copies of all such recordings to the Contractor's surveyor for incorporation into the preliminary and final as-builts drawings.

D. Specifications and Addenda: Legibly mark each section to record:

1. Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.

2. Changes made by Field Order or by Change Order.

E. Shop Drawings (after final review and approval): Provide four (4) sets of record drawings for each process equipment, piping, electrical system and instrumentation system.

1.05 SUBMITTAL

A. Accompany each submittal with transmittal letter in duplicate, containing:

1. Date.
2. Project title and number.
3. Contractor's name and address.
4. Title and number of each Record Document.
5. Signature of Contractor of his authorized representative.

B. Preliminary As-built Drawings: The Contractor shall submit to the Engineer two (2) paper copies of preliminary as-built drawings prepared and signed/sealed by the Contractor's surveyor with each monthly progress payment request. Preliminary as-built drawings shall conform to the requirements of final as-built drawings and shall represent the completed work to date. Preliminary as-built drawings shall include all work which the Contractor is requesting to be paid for.

C. Final As-built Drawings: Upon project closeout and as a prerequisite to the final pay request, the Contractor shall submit to the Engineer final as-built drawings Administrative Code, pursuant to Section 472.027 of the Florida Statutes. The Engineer shall supply the

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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 2015 or higher, drawing files.

2. AutoCAD drawing files shall include as-built information on layers separate from the original drawing layers and shall be named descriptively to represent the as-built features. (i.e. - Layer "wat ab" and "wat ab txt" for water as-built line work and text, respectively.) Drawing entities are to be shown on the correct layer. All as-built entities shall have color and line type set "by-layer". Text sizes shall be relative to the plotted scale. Additional details or exploded views shall be include to accurately and fully represent the as-built conditions.

3. Certification by surveyor that the as-built information shown is accurate and that all improvements shown were constructed within or on public rights-of-way, easements or property specifically owned by the Owner. Certification shall be to the Owner, Engineer and St. Johns River Water Management (if applicable.)

4. No line work and text shall be erased from the original design (construction) drawings during the as-built drawing preparation. Original line work or text shall be circled if accurate or stricken (not erased) if not with the accurate information noted/shown. New line work and text shall be provided to accurately show the as-built information for the constructed improvements. Revisions to design dimensions alone will not be permitted.

5. Pressure Pipeline and Utility Conduit Improvements: For utility improvement projects, horizontal locations of the constructed pipelines with respect to the right-of-way lines or other readily visible, permanent features at 100-foot minimum intervals and at critical locations such as road intersections shall be shown. For treatment plant and pump station improvements, horizontal locations shall be provided at 20-foot intervals. Vertical locations of the constructed pipelines by elevation of centerline of pipe for above ground/exposed pipe or with respect to finished grade over buried pipe shall be shown at 100 feet minimum intervals. (i.e. final cover) For underground piping, all valves, blow-offs, stub-outs, pigging stations, fire hydrants, backflow preventers and services shall be located horizontally in relation to readily visible, permanent features with three-way

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horizontal dimensions less than 100 feet, each. Three-way dimensions to all buried fittings on treatment plant and pump station improvement projects shall be provided. If adequate features are not available, a station and offset dimensioning system can be used if prior approval is obtained from the Engineer. For above ground/exposed pipe, as-built dimensions between fittings or flanges shall be provided. Separations between "sanitary hazards" to potable water and reclaimed water mains per FDEP shall be shown.

6. Gravity Pipeline Improvements: Show elevations for all inverts, manhole tops, inlet throats/weirs, grate tops, etc. Show size and type of each structure. As-built length, size and type of pipes between the structures shall be shown. All service laterals and cleanouts shall be located horizontally to readily visible, permanent features with three-way horizontal dimensions less than 100 feet, each. If adequate features are not available, a station and offset dimensioning system can be used if prior approval is obtained from the Engineer. A labeling and dimension table scheme is recommended for the three way or station/offset dimensioning. (i.e. - constructed feature labeled as "A", permanent feature labeled as "B", "A"- "B" dimension shown in table for distance measured between the two. Use continuous labeling and complete single table per plan sheet.) Separations between gravity "sanitary hazards" to potable water and reclaimed water mains per FDEP shall be shown.

7. Roadway Improvements: Elevation, size and location of swales, ditches, gutter flowlines, edge of pavement, and road crown on both sides of the road if applicable shall be provided at 100-foot minimum intervals and at critical areas such as intersections and inlets/flumes. As-built points of curvature, tangent and vertical intersection, along with radii of road alignment, intersecting streets and driveways and other alignment information shall be provided.

8. Stormwater Improvements: The limits, slopes and bottom depths of stormwater ponds, swales and other retention areas shall be provided. All stormwater piping information shall conform to the Gravity Pipeline Improvement requirements. Size, type, material, and elevations of all stormwater structures, including appurtenances such as weirs, orifices, skimmer plates, etc. shall be shown. As-built information shall conform to St. Johns River Water Management District requirements.

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9. Treatment Facility Improvements: Location, size, number, and type of treatment equipment and structures shall be shown. Applicable requirements of as-built information listed herein for similar improvements shall be required.

10. Building Improvements: Finished floor elevations, ceiling heights, building locations, wall opening dimensions, equipment (electrical, mechanical, plumbing) locations, etc. shall be provided. Change of material shall be specifically noted as such.

11. Landscaping Improvements: Number, type, size, and general location of installed plant material shall be provided. Change of material shall be specifically noted as such. Location of irrigation meters, services, manual valves, automatic valves, controllers, rain shut off switches, etc. shall be shown. Changes to the designed irrigation system shall be shown.

12. Other Improvements: Changes from the original design of other improvements such as electrical, mechanical and structural improvements shall be noted as such on the as-built drawings with the size, number, type and location of the constructed/installed improvements noted.

13. Contractor may be required to reimburse the Owner for services rendered by the Engineer for review of multiple resubmittals.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

Attachment: Exhibit A - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work: Comply with requirement stated in Conditions of the Contract and in Specifications for administrative procedures in closing out the Work.

B. Related Requirements Described Elsewhere:

1. Startup Procedures: Section 01 75 16
2. Cleaning and Waste Management: Section 01 74 00
3. Project Record Documents: Section 01 78 39
4. Operation and Maintenance Data: Section 01 78 23
5. Bonds: Section 01 78 33
6. Warranties: Section 01 78 36

1.02 SUBSTANTIAL COMPLETION

A. The Work will not be substantially complete, and Contractor may not request substantial completion inspection unless the following submittals and work is completed:

1. All Operation and Maintenance manuals have been submitted and approved to the requirements of Section 01 78 23.

2. All equipment has been checked-out by the equipment manufacturer and Certificates of Manufacturer's Check-Out has been submitted as required by Section 01 75 16.

3. All start-up and demonstration testing completed, and Certificates of Completed Demonstration submitted to the requirements of Section 01 75 16.

4. Project Record Documents are complete and have been submitted and reviewed to the requirements of Section 01 78 39.

5. All training of Owner's personnel completed.

6. All areas to be used and occupied are safe, operable in automatic and complete.

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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 ten (10) working days after receipt of such notice, the Engineer will make an inspection to determine the status of completion.

D. Should the Engineer determine that the Work is not substantially complete:

1. The Engineer will promptly notify the Contractor in writing, giving the reasons therefore.

2. Contractor shall remedy the deficiencies in the Work and send another written notice of substantial completion to the Engineer.

3. The Engineer will, within ten (10) working days, 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:

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1. Schedule a walk-through of the facility to include the Owner. Engineer shall determine the completeness of the punchlist and readiness of the facility for occupancy by the Owner.

2. Prepare and deliver to Owner a tentative Certificate of Substantial Completion with the tentative punchlist of items to be completed or corrected before final inspection.

3. After consideration of any objections made by the Owner as provided in Conditions of the Contract, and when the Engineer considers the Work substantially complete, he will execute and deliver to the Owner and the Contractor a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected. Any incomplete work allowed on a punchlist must be reinspected upon completion and any deficiencies found will be added to the punchlist.

1.03 FINAL INSPECTION

A. Prior to Contractor's request for a final inspection the following submittals and work must be complete:

1. Project Record Documents must be approved.

2. All spare parts and maintenance materials must be suitably delivered to the Owner per the requirements of the Technical Sections of the Specifications.

3. Contractor to submit evidence of compliance with requirements of governing authorities.

B. After satisfying the requirements of paragraph 1.03 A. and when Contractor considers the Work complete, he shall submit written certification that:

1. Contract Document requirements have been met.

2. Work has been inspected for compliance with Contract Documents.

3. Work has been completed in accordance with Contract Documents.

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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 ten (10) working days, make an inspection to verify the status of completion 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 ten (10) working days, reinspect the Work and the Contractor shall be liable for reinspection fees as described in paragraph 1.04, herein.

D. When the Engineer finds that the Work is acceptable under the Contract Documents, the Contractor may make closeout submittals.

1.04 REINSPECTION FEES

A. Should the Engineer perform reinspections due to failure of the Work to comply with the claims of status of completion made by the Contractor:

1. Contractor will compensate the Owner for such additional services.

2. Owner will deduct the amount of such compensation from the final payment to the Contractor.

1.05 CONTRACTOR'S CLOSEOUT SUBMITTALS

A. Warranties and Bonds: To requirements of Sections 01 78 36 and 01 78 33.

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B. Evidence of Payment and Release of Liens: To requirements of General and Supplementary Conditions.

C. Certificate of Insurance for Products and Completed Operations.

1.06 FINAL ADJUSTMENT OF ACCOUNTS

A. Submit a final statement of accounting to the Engineer.

B. Statement shall reflect all adjustments to the Contract Sum:

1. The original Contract Sum.

2. Additions and deductions resulting from:

a. Previous change orders or written amendment.
b. Allowances.
c. Unit prices.
d. Deductions for uncorrected work.
e. Penalties and bonuses.
f. Deductions for liquidated damages.
g. Deductions for reinspection payments
h. Other adjustments.

3. Total Contract Sum, as adjusted.

4. Previous payments.

5. Sum remaining due.

C. Engineer will prepare a final Change Order, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.07 FINAL APPLICATION FOR PAYMENT

A. Contractor shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

PART 2 - PRODUCTS (NOT USED)

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PART 3 - EXECUTION (NOT USED)

END OF SECTION

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SECTION 01 78 23 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Compile product data and related information appropriate for Owner's maintenance and operation of products furnished under Contract.

2. Prepare operating and maintenance data as specified in this Section and as referenced in other pertinent sections of the Specifications.

3. Instruct Owner's personnel in maintenance of products and in operation of equipment and systems.

B. Related Requirements Described Elsewhere:

1. Section 01 33 23: Shop Drawings, Product Data, and Samples
2. Section 01 78 39: Project Record Documents
3. Section 01 78 33: Bonds
4. Section 01 78 36: Warranties

1.02 QUALITY ASSURANCE

A. Preparation of data shall be done by personnel:

1. Trained and experienced in maintenance and operation of described products.
2. Familiar with requirements of this Section.
3. Skilled as a technical writer to the extent required to communicate essential data.
4. Skilled as draftsman competent to prepare required drawings.

1.03 FORM OF SUBMITTALS

A. Prepare data in form of an instructional manual for use by Owner's personnel.

B. Hard Copy Format:

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1. Size: 8½" x 11 inches
2. Paper: 20 pound minimum, white, for typed pages.
3. Text: Manufacturer's printed data, or neatly typewritten
4. Drawings:
   a. Provide reinforced punched binder tab, bind in with text.

   b. Reduce larger drawings and fold to size of text pages but not larger than 14 inches x 17 inches.

5. Provide fly-leaf for each separate product, or each piece of operating equipment.

   a. Provide typed description of products and major component parts of equipment.

   b. Provide indexed tabs.

6. Cover: Identify each volume with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS". List:

   a. Title of project.

   b. Identity of separate structure as applicable.

   c. Identity of general subject matter covered in the manual.

7. Binders:

   a. Commercial quality three-post binders with durable and cleanable plastic covers.

   b. Maximum post width: 2 inches.

   c. When multiple binders are used, correlate the data into related consistent groupings.

C. Electronic Format Copy

1. Provide electronic copy of operation and maintenance data on CD/DVD or portable storage device. File(s) should be organized/named to correspond with hard copy.

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1.04 CONTENT OF MANUAL

A. Neatly typewritten table of contents for each volume, arranged in systematic order.

1. Contractor, name of responsible principal, address and telephone number.

2. A list of each product required to be included, indexed to content of the volume.

3. List, with each product, name, address and telephone number of:

a. Subcontractor or installer.

b. A list of each product required to be included, indexed to content of the volume.

c. Identify area of responsibility of each.

d. Local source of supply for parts and replacement.

4. Identify each product by product name and other identifying symbols as set forth in Contract Documents.

B. Product Data:

1. Include only those sheets which are pertinent to the specified product.

2. Annotate each sheet to:

a. Clearly identify specific product or part installed.

b. Clearly identify data applicable to installation.

c. Delete references to inapplicable information.

C. Drawings:

1. Supplement product data with drawings as necessary to clearly illustrate:

a. Relations of component parts of equipment and systems.

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2. Coordinate drawings with information in Project Record Documents to assure correct illustration of completed installation.

3. Do not use Project Record Documents as maintenance drawings.

D. Written text, as required to supplement product data for the particular installation:

1. Organize in consistent format under separate headings for different procedures.

2. Provide logical sequence of instructions of each procedure.

E. Copy of each warranty, bond and service contract issued.

1. Provide information sheet for Owner's personnel, give:

a. Proper procedures in event of failure.
b. Instances which might affect validity of warranties or bonds.

1.05 MANUAL FOR MATERIALS AND FINISHES

A. Submit four copies of the complete manual in final form.

B. Content: for architectural products, applied materials and finishes:

1. Manufacturer's data, giving full information on products

a. Catalog number, size, and composition.

b. Color and texture designations.

c. Information required for reordering special manufactured products.

2. Instructions for care and maintenance

a. Manufacturer's recommendation for types of cleaning agents and methods.

b. Cautions against cleaning agents and methods which are detrimental to product.

c. Recommend schedule for cleaning and maintenance.

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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 - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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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. Payment and Performance 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:

    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.

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D. Bonds are required to be recorded with the County Clerk of Court.

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

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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 (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 warranty or service and maintenance contract.
5. Duration of warranty or service maintenance contract.
6. Provide information for Owner's personnel:

    a. Proper procedure in case of failure.
    b. Instances which might affect the validity of warranty.

7. Contractor, name of responsible principal, address and telephone numbers.

1.03 FORM OF SUBMITTALS

A. Prepare in duplicate packets.

B. Format:

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1. Size 8 ½" x 11 inches, punch sheets for standard three-post binder.

   a. Fold larger sheets to fit into binders.

2. Cover: Identify each packet with typed or printed title "WARRANTIES". List:

   a. Title of Project.
   b. Name of Contractor.

C. Binders: Commercial quality, three-post binder, with durable and cleanable plastic covers and maximum post width of two inches.

1.04 WARRANTY SUBMITTALS REQUIREMENTS

A. For all major pieces of equipment, submit a warranty from the equipment manufacturer. Manufacturer's warranty period shall be concurrent with Contractor's for one (1) year, unless otherwise specified, commencing at the time of final acceptance by Owner.

B. Contractor shall be responsible for obtaining certificates for equipment warranty for all major equipment which has at least a 1 hp motor or which lists for more than $1,000. Engineer reserves the right to request warranties for equipment not classified as major. Contractor shall still warrant equipment not considered to be "major" in the Contractor's one-year warranty period even though certificates of warranty may not be required.

C. In the event that the equipment manufacturer or supplier is unwilling to provide a one-year warranty commencing at the time of Owner acceptance, the Contractor shall obtain from the manufacturer a two (2) year warranty commencing at the time of equipment delivery to the job site. This two-year warranty from the manufacturer shall not relieve the Contractor of the one-year warranty starting at the time of Owner acceptance of the equipment.

D. Owner shall incur no labor or equipment cost during the guarantee period.

E. Guarantee shall cover all necessary labor, equipment and replacement parts resulting from faulty or inadequate design, improper assembly or erection, defective workmanship and materials, leakage, breakage or other failure of all equipment and components furnished by manufacturer.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

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END OF SECTION

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SECTION 033000 – CAST IN PLACE CONCRETE

PART 1 - GENERAL

1.1 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.

1.2 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.

1.3 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.

1.4 TESTING

A. Air content shall be in accordance with American Society for Testing Materials Standard Methods C 173, one for each set of compressive strength specimens.

B. Sampling of freshly mixed concrete shall be in accordance with ASTM C172.

C. Slump: ASTM C-143

D. Test results will be reported in writing to Engineer, Contractor, Owner, and Concrete producer on same day tests are made.

E. Laboratory Reports: Submit two (2) copies of laboratory test or evaluation reports for concrete materials and mix designs.

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PART 2 - PRODUCTS

2.1 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.

2.2 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%

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 Engineer. Samples of the coarse aggregate shall be

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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 five percent (5%) by weight. The substances designated shall not be present in excess of the following amounts.

Loss by Decantation	1%
Clay Lumps or Other Soluble Materials	3%
Soft Fragments	5%

3. Where the cover over reinforcing is 2 inches or more, the maximum size of aggregate shall be 1/2 inches. Where the cover over reinforcing is less than 2 inches, the maximum size of aggregate shall be 3/4-inch. The maximum size of aggregate shall not exceed one-fifth of the narrowest dimension between forms nor three-fourths of the minimum clear spacing between reinforcing bars. The grading of the coarse aggregate in the concrete shall be within the following limits.

Percent Passing:	
Maximum Size Square Mesh Screen	97 – 100%
2 Maximum Size Square Mesh Screen	40 – 70%
No. 4 Sieve	0 – 6%

2.3 WATER

A. Water shall be clean and free from oil, acids, alkalis, organic materials or other injurious substances.

2.4 REINFORCEMENT

A. Reinforcing Bars: ASTM A615, Grade 60, deformed bars of USA manufacture.

B. Welded Wire Fabric: ASTM A185, gauges, spacing, and dimensions as indicated.

C. Metal Bar Supports: CRSI MSP-1, Chapter 3, Class 2, Type B, Stainless Steel Protected Bar Supports, or otherwise approved by the Engineer. Use concrete supports for reinforcement in concrete placed on grade.

D. Tie Wire: 16 gauge minimum, black, soft annealed.

E. Coupler Splice Devices: Cadweld tensions couplers, capable of developing the ultimate strength of the bar as manufactured by Erico Products, Incorporated, Solon, Ohio, or equal.

F. Epoxy coated or FRP rebar shall be used for all marine applications.

2.5 FORM WORK

A. Lumber: Douglas Fir or Larch, No. 2 grade, seasoned and surfaced on four sides.

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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 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 (2) 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.

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2. Internal form ties are regularly spaced no less than 48 inches each way and are made watertight.

3. Form ties have removable cones, which are filled to match concrete.

4. Joints in panels are fully watertight.

5. The resulting surface matches the appearance of steel formed hammerhead caps, with no visible discoloration due to form leakage.

L. Styrofoam Board: Expanded polystyrene extruded into board form, closed cell, moisture resistant, capable of maintaining indicated clear space between concrete structures.

M. Control Joint Filler: Use epoxy joint filler equal to BurkEpoxy Joint Filler to fill voids left by saw cuts and to resist against spalling caused by vehicle traffic in concrete slabs.

N. Inserts: Galvanized cast steel or galvanized welded steel, complete with anchors to concrete and fittings such as bolts, wedges and straps. Provide hanger inserts spaced to match grid of suspended ceilings.

O. Shoring: As designed and executed by Contractor to support all loads.

P. Chamfer Strips: Polyvinyl strips designed to be nailed in the forms to provide a 3/4-inch chamfer at exposed edges of concrete members.

Q. Form Release Agent: A blend of natural and synthetic chemicals that employs a chemical reaction to provide quick, easy and clean release of concrete from forms, and equal to Eucoslip, by the Euclid Chemical Company, or Release #1, by The Burke Company. Use a non-staining release agent that leaves the concrete with a paintable surface.

2.6 ADMIXTURES

A. Air Entraining Admixture: ASTM C260.

B. Water Reducing and Retarding Admixture:

1. Concrete Without Superplasticizer:
   a. Water Reducing Admixtures: ASTM C494, Type A, equal to Eucon WR-75 by the Euclid Company, Pozzolith 200N by Master Builders, Plastocrete 161 by Sika Chemical Corporation, and containing no calcium chloride.
   b. Water Reducing and Retarding Admixtures: ASTM C494, Type D, equal to Eucon Retarder-75 by the Euclid Company, Pozzolith 100 XR by Master Builders, Plastiment by Sika Chemical Corporation, and containing no calcium chloride.
   c. Accelerating Admixtures: ASTM C494, Type C or E, equal to Accelguard 80 by the Euclid Company, Darex Set Accelerator by W.R. Grace, and containing no calcium chloride.

2. Concrete with Superplasticizer:
   a. Water Reducing, High Range Admixtures: ASTM C494, Type F or G, equal to Eucon 37 by the Euclid Company, Rheobild 716 by Master Builders, Daracem 100

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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 (2) hours if necessary.

b. Manufacturer's Job Site Representation: Provide the services of a competent field service representative from the manufacturer of each of the admixtures selected for use to provide at the job site advice and consultation on the use of the admixture materials, including the effect on the concrete in place, including recommending maximum discharge time for superplasticizer method and procedure to induce superplasticizer into mixer, quantities of admixtures to be used if variations are required because of temperature/humidity, wind or other environmental considerations, and to be available on short call at any time requested by the Owner, Contractor, or concrete producer.

3. Concrete used in Marine Applications:

a. Micro Silica admixtures shall be used for concrete installed in marine and coastal applications. Concrete designs shall meet the appropriate requirements of EN206-1, BS 8500 and BS 5075. Contractor shall provide plant certification for all mix designs used in marine and coastal applications.

2.7 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.

2.8 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.

2.9 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.

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2.10 ACCESSORIES

A. Precast Concrete Block Supports for Reinforcing Bars: Comply with ACI 315. Provide blocks with No. 4 dowels bent 90° to support top bars.

B. Membrane: 6 mil polyethylene film.

C. Water Stops: Polyvinyl chloride meeting all requirements of U.S. Army Corps of Engineer's Specification CRD-C-572 and equal to Burke Water Stops as manufactured by The Burke Company. Provide flat dumbbell type and center bulb type, 9 inches x 3/8-inch at wall thickness of 12 inches or greater, and 6 inches x 3/8-inch at wall thickness less than 12 inches. Provide 6-inch split-ribbed with center bulb type at connections of new concrete structures with existing concrete. Provide water stops as indicated on the Drawings.

D. Preformed Expansion Joint Filler:

1. Bituminous type conforming to the requirements of ASTM D994.

2. Nonextruding type, self-expanding cork, 3/4-inch thick or as otherwise shown on the Drawings, conforming to the requirements of ASTM D1752, Type III, and compatible with the specified joint sealant compound.

E. Joint Sealant: A multipart gray polyurethane sealant, meeting U.S. Federal Specification TT-S-00227E (3) Type 1, Class A self-leveling for horizontal joints, and Type II, Class A, non-sag for vertical joints, and recommended by the manufacturer for continuous immersion in water. Provide sealants as manufactured by Products Research and Chemical Corporation, Mameco International, The Burke Company, W.R. Meadows, or equal.

F. Tongue and Groove Joint Forms: 24-gauge steel forms complete with steel stakes and splice plates, designed for joints not to receive a poured seal, and equal to Burke Keyed Kold Joint as manufactured by The Burke Company.

G. Inserts: Galvanized steel to fit the proposed hanger or support.

H. Mortar for Repair of Concrete: Same materials as used for concrete, except omit coarse aggregate and use not more than one-part cement to two and one-half parts sand by damp loose volume. Use no more mixing water than is necessary for handling and placing.

I. Burlap Mats: Conform to AASHTO Specification M182.

J. Epoxy Bonding Agent: Euco #452, BurkEpoxy MV, Sikadur Hi Mod, Concresive 1001-LPL, or equal.

K. Powered Epoxy Coating for Anchor Bolts: Powdered epoxy resin as manufactured by the 3M Company, Scotchkote No. 213, Armstrong No. R349.

2.11 CONDUITS AND PIPES EMBEDDED IN CONCRETE

A. Conduits, pipes and sleeves of any material not harmful to concrete shall be permitted to be embedded in concrete with approval of the Engineer, provided they are not considered to replace structurally the displaced concrete.

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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 four percent (4%) of the area of cross section on which strength is calculated or which is required for fire protections.

D. Conduits, pipes, sleeves passing through a slab, wall or beam shall not impair significantly the strength of the construction.

E. Except when plans for conduits and pipes are approved by the Engineer, conduits and pipes embedded within a slab, wall, or beam shall satisfy the following:

1. They shall not be larger in outside dimension than one-third overall thickness of slab, wall, or beam in which they are embedded.

2. They shall not be spaced closer than three diameters or widths on center.

2.12 PIPES CONTAINING LIQUID, GAS, OR VAPOR

A. Pipes that will contain liquid, gas, or vapor may be embedded in structural concrete under the following conditions:

1. Pipes and fittings shall be designed to resist effects of the material, pressure, and temperature to which they will be subjected.

2. No liquid, gas, or vapor, except water not exceeding 90°F (32C) nor 50 psi (345 kPa) pressure, shall be placed in the pipes until the concrete has attained its design strength.

3. Concrete cover for pipes, conduits, and fittings shall be not less than 12 inches (38 mm) for concrete exposed to earth or weather or in contact with ground.

4. Reinforcement with an area of not less than 0.002 times area of concrete section shall be provided normal to piping.

5. Piping and conduit shall be so fabricated and installed that cutting, bending, or displacement of reinforced from its proper location will not be required.

PART 3 - EXECUTION

3.1 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 percent (30%) nor more than fifty percent (50%) of the total weight of the aggregate.

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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 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 percent (3%) nor more than six percent (6%). The minimum cement content in sacks per cubic yard of concrete shall not be less than 6 sacks per cubic yard for Class "A" concrete.

D. Concrete materials shall be accurately measured by weight. Measurement of materials for ready mixed concrete shall conform to the "Standard Specifications for Ready Mixed Concrete", (A.S.T.M. designation C 94).

1. Class "A" concrete for all structures shall have minimum compressive strength of 4000 psi at 28 days.

2. Class "B" concrete for sidewalks shall have minimum compressive strength of 3000 psi at 28 days.

3. All concrete shall be Class "A" unless otherwise shown on the Drawings.

3.2 MIXING AND PLACING

A. Concrete shall be mixed, conveyed and deposited in accordance with the "A.C.I. Building Code" (A.C.I. 318).

B. Prior to placing any concrete, the Contractor shall submit for the Engineer's approval a design mix, calculated by a recognized testing laboratory, and using the approved aggregates to produce a workable mix of the desired strength, together with certified copies of 7 days and 28 day tests of cylinders taken from concrete made according to the design mix. The mixes shall be designed to secure concrete having a minimum compressive strength at age 28 days.

C. Ready mixed concrete delivered shall be accompanied by delivery tickets showing the following:

1. Date and time leaving plant Additives (if any)

2. Type of cement and weight Site arrival time

3. Quantity of water and time added Site leaving time

D. Concrete

1. Ready mixed concrete shall be used. All mixing requirements specified herein shall be enforced, and the Owner's laboratory representative and the Engineer shall have free access to the mixing plant at all times.

2. Except for materials and/or procedures otherwise specified herein, ready mixed concrete shall be mixed and delivered in accordance with the requirements of ASTM C 94.

3. No water shall be added to the concrete after it leaves the plant except where part of the design water was purposely omitted at the plant, and then only as approved by the Engineer.

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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 ninety (90) minutes after the water has been introduced, and not for more than forty-five (45) minutes if any approved retarding agent is not used.

4. Minimum mixing time shall be fifty (50) revolutions of drum at rated speed.

F. Measurement

1. Equipment necessary to determine and control the actual amounts of all materials entering the concrete shall be provided by the concrete manufacturer.

2. All materials shall be measured by weight, except that water may be measured by volume calculated at 8 1/3 pounds per gallon. One bag of cement will be considered as 94 pounds in weight.

G. Mixes

1. Mix Design: Conform to ACI 318, Section 4.3. Submit data on consecutive tests and standard deviation.

2. Maximum Water-Cement Ratio:
   .37 (lbs/lb) – Concrete with superplasticizer
   .38 (lbs/lb) – Concrete in Marine Environments
   .45 (lbs/lb) – Class A concrete without superplasticizer
   .55 (lbs/lb) – Class B concrete without superplasticizer
   .65 (lbs/lb) – Class C concrete without superplasticizer

3. Air Content: 5 percent plus or minus 1.5 percent (Class A and B).

4. Slump: 4 inches plus or minus 1-inch for Class A and B without superplasticizer.
   7 inches plus or minus 1-inch for Class A and B with superplasticizer.
   8 inches plus or minus 1-inch for tremie concrete or as specified by details.

H. Placing Concrete.

1. All concrete shall be placed in clean, damp forms that are not hot to the touch.

2. To prevent segregation, concrete shall be deposited as nearly as practicable in final position and not allowed to drop freely more than necessary and in no case more than five feet, except in an approved funnel or tremie. All concrete shall be placed during daylight unless otherwise authorized at least four (4) hours in advance. Where the reinforcing steel above the top of the concrete being placed becomes coated with laitance or partially set up

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concrete, all such concrete shall be removed from the reinforcing steel prior to placing concrete around the bars.

3. Concrete shall be packed carefully and tightly around pipe and other items to secure maximum adhesion.

4. Concrete shall be placed in layers not over 12 inches deep before compacting. Concrete shall be compacted by internal vibrating equipment supplemented by spading and hand rodding between reinforcing steel and form to eliminate air bubbles and honeycomb. Vibrators shall not be used to move the concrete laterally inside the forms. Duration of vibration shall be limited to the time necessary to provide satisfactory consolidation without causing segregation, not less than five and not more than 15 seconds per square foot of exposed top surface. The vibrator shall be constantly relocated and shall be placed in each specific spot only once for each layer. The Contractor shall take steps to assure that sufficient personnel are available to devote full time to operating vibrator, spading, and rodding.

5. Wall concrete shall be placed in layers as indicated above, with the first lift preceded by a 1-inch minimum layer of 1:2 1/2 cement sand grout, with a 6-inch to 8-inch slump, placed on existing concrete not more than twenty (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 twenty (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 thirty (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 ensure a continuous flow in the chute. The chutes shall be metal or metal lined, and the different portions shall have approximately the same slope. The slope shall not be less than one vertical to three horizontal or more than one vertical to two horizontal, and there shall be provision for a baffle at the discharge end of the chute to prevent segregation. If the vertical distance between the discharge end of the chute and the surface of the concrete is more than five feet, a spout shall be used. The lower end of the spout shall be kept as near the surface of the deposit as is practicable. All chutes and spouts shall be thoroughly cleaned before and after each run. All debris and water shall be discharged outside the forms.

3.3 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

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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, thirty percent (30%) solids content minimum, having test data from an independent laboratory indicating a maximum moisture loss of 0.030 grams per sq. cm. when applied at a coverage rate of 300 sq. ft per gallon, and equal to Super Floor Coat or Super Pliocure by The Euclid Chemical Company or Masterseal 66 by Master Builders. Furnish manufacturer's certification as required.

4. Apply specified clear curing and sealing compound to all horizontal areas so noted on the Drawings or in the Specifications. Apply immediately after final finishing. Apply this compound to non-structural construction joints of slabs on grade to act as a bond breaker prior to placement of adjacent concrete.

B. Water Curing Method: Cure all concrete that is to be water cured by either the wet burlap method, by continuous fogging or by covering with waterproof sheet.

1. Wet Burlap Method: Cover concrete surface with a double thickness of burlap, cotton mats, or other approved material, kept thoroughly saturated with water. Keep the forms wet until removed and upon removal, start the curing specified herein immediately. Cure the concrete for a period of seven (7) days for normal Portland cement or four (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 four (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 eighteen (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.

3.4 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

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supports and spacers. At splices all reinforcing bars shall be lapped a minimum of 24 bar diameters but not less than 12 inches.

B. The reinforcing shall be fabricated to the shapes and dimensions shown and shall be placed where indicated on the Drawing. Before placing, all reinforced steel shall be thoroughly cleaned of rust, mill scale or coatings, which would reduce or destroy the bond. Reinforcing bars shall conform to the requirements of the latest editions of the A.C.I. Code and the CRSI Manuals.

C. Wire mesh, unless otherwise shown on the Drawings or specified, shall be 6-inch x 6-inch 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.

3.5 FORMS

A. Installation and erection shall be in accordance with ACI 347 and as specified hereinafter.

B. Forms shall conform to shape, lines and dimensions of numbers indicated, and shall be sufficiently tight to prevent leakage of mortar. They shall not deflect under dead load weight of construction as a liquid or of construction load. Forms shall be properly braced or tied together so as to maintain position and shape within specified tolerances. Construct forms so that they can be removed steadily without hammering or prying against the concrete. Forms for exposed concrete shall be carefully made and accurately placed to obtain correct shape and line.

C. Forms shall be of wood, metal, or other approved materials. Metal forms shall be of a type and manufacture acceptable to the Engineer. Plywood, fiberboard, or absorptive type form linings may be used where appropriate. Sectional forms shall produce a uniform surface and shall be assembled in a modular pattern. Pours will not be scheduled until all erection and bracing is complete. Walers, ties, and braces shall be required for all forms.

D. Chamfer strips made from nominal dimensional 1-inch x 1-inch 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.

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E. 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.

F. 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.

G. 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.

H. Box out for all temporary openings and build forms to seal them up when and as required.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

3.6 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°F.

Structural Member or Condition	Normal Strength Concrete	Normal High-Early Strength Concrete	Minimum Compressive Strength for Form Removal (% Design Strength)

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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, columns, 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

3.7 CONCRETE FINISHINGS

A. Repair of Surface Defects:

1. General: Repair surface defects, including tie holes immediately after form removal. Dampen the area to be patched and an area at least 6 inches wide surrounding it to prevent absorption of water from the patching mortar. Notify the Engineer prior to commencing operations.

2. Removal of Defective Concrete: Remove all honeycombed and other defective concrete down to sound concrete. Cut edges perpendicular to the surface or slightly under cut. Sand blast surfaces to receive repair.

3. Bonding Grout: Thoroughly dampen surfaces to be patched and apply a coat of bonding grout consisting of one-part cement to one part fine sand passing a No. 30 sieve and having the consistency of thick cream.

4. Placing Patching Mortar: After the bonding grout begins to lose its water sheen, apply a premixed patching mortar, thoroughly consolidating it into place and striking it off so as to leave the patch slightly higher than the surrounding surface. Leave mortar undisturbed for one hour to permit initial shrinkage and then finally finish.

5. Tie Holes: After being cleaned and thoroughly dampened, fill the tie holes solid with patching mortar.

B. Concrete Finishes:

1. Formed Surfaces: After removal of forms, chip off all irregular projections, grind flush with adjacent surfaces, and finish concrete surfaces in accordance with the following schedule:

Finish Designation	Area Applied
F-1	Exterior walls below grade not exposed to water: Repair defective concrete, fill depressions deeper than two inches, and fill tie holes.

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F-2	Exterior and interior walls exposed to water: Repair defective concrete, remove fins, fill depressions 3 inches or deeper, and fill tie holes.
F-3	Walls of structures of buildings exposed to view and underside of formed floors or slabs: In addition to Finish F-2, fill depressions and airholes in mortar. Dampen surfaces and then spread a slurry consisting of one-part cement and one and one-half parts sand by damp loose volume on the surface with clean burlap pads or sponge rubber floats. Remove any surplus by scraping and then rubbing with clean burlap.
F-4	Tops of walls, beams and similar unformed surfaces occurring adjacent to formed surfaces: Strike smooth after concrete is placed and float to a texture reasonably consistent with that of formed surfaces.

2. Slab Surfaces:

a. General: After concrete has been consolidated, finish all concrete slabs with a floated finish. After floating, trowel finish all concrete slabs, except for areas to receive roofing, insulation, tile or topping, and immediately light broom finish. Where a finish is not indicated, provide a troweled finish.

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 ten percent (10%): Steel trowel finish without local depressions or high points. Apply a stiff bristle broom finish. Leave broom lines parallel to the direction of slope drainage.
S-5	Exposed edges of slabs, floors and tops of walls: Finish with a 3-inch radius edge if a chamfer is not indicated.

C. Floated Finish: After concrete has been placed, consolidated, struck off, and leveled, do not work the surface further until water sheen has disappeared and the surface has hardened sufficiently to permit floating. During the first floating, check the planeness of the slab with a 10-foot straightedge applied at no less than two angles. Cut down all high spots and fill all low spots to produce a surface having the required tolerance. Then refloat the slab to a uniform sandy texture.

D. Light Broomed Finish: After floating, power trowel slabs to receive a light broomed finish to produce a smooth surface, relatively free of defects. Before the surface sets, pass a soft broom drag over the surface to produce a surface uniform in texture and appearance.

E. Troweled Finish: After floating, power trowel slabs to receive a troweled finish to produce a smooth surface, relatively free of defects. Hand trowel after the surface has hardened sufficiently. When a ringing sound is produced as the trowel is moved over the surfaces, perform final troweling by hand to produce a surface which is thoroughly consolidated, free from trowel marks, uniform in texture and appearance and plane to a tolerance of 1/8-inch in 10 feet as determined by a 10-foot straightedge placed anywhere on the slab in any direction.

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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 twenty (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 two (2) hours after the concrete is poured and not later than eight (8) hours after the pour.

3.8 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 (4) specimen test cylinders shall be taken from each pour of five cubic yards or more. One additional test shall be taken from each 30 cubic yards or fraction thereof in each pour in excess of 30 cubic yards.

B. Test specimens shall be taken from manhole bottom pours of less than five 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.

3.9 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.

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.

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C. Water Stops. Material for water stops shall be 9-inch PVC multi rib center bulb type for expansion joints, and 1/4-inch x 4-inch and 1/8-inch x 4-inch structural steel sheets for construction joints. PVC joint material shall be as manufactured by The Burke Company, or approved equal.

END OF SECTION 033000

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SECTION 26 05 00
COMMON WORK RESULTS FOR ELECTRICAL

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

A. Description of Work. Extent of electrical connections (EICn) for equipment is indicated by drawings and schedules. Electric connections are hereby defined to include, but not necessarily limited to, connections for providing electrical power to equipment.

B. The foregoing “General Requirements” form a part of this contract and all the requirements set forth shall be binding upon this subcontractor.

C. The work required under this Division shall include all materials, labor and auxiliaries required to install a complete and properly operating electrical system. The electrical system required under this Division consists basically of, but is not limited to the following:

1. Complete distribution system for lighting including the necessary feeders, branch circuits, lighting fixtures, control switches and receptacles.

2. Complete distribution system for power including feeders, and connections to motors and other power loads.

3. Underground feeders to panelboards, motor control centers including necessary risers, etc.

4. A building ground system and special grounds as required.

5. Final connections to equipment as noted or required.

6. Motor control centers.

7. Connecting motors and manual control (unless otherwise specified).

8. Painting (of special equipment).

9. Electrical specialties.

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10. Concrete work for pad mounted equipment, encased raceways, or grade mounted lighting.

11. Furnishing and installing all necessary access panels.

12. Exterior lighting system.

13. Fire alarm and fire detection system.

14. Lightning and grounding system.

15. A complete conduit and wire schedule.

D. Extent of electrical related work required by this section is indicated on drawings and schedules, and/or specified in other sections.

E. Types of electrical related work specified in this section include the following:

1. Access to Electrical Work.

2. Access doors in walls, ceiling, and floors.

3. Removable cover plates in walls, ceilings, and floors.

4. Excavating for Electrical Work:

   a. Underground electrical wiring and service tunnels.
   b. Power and lighting poles.

5. Concrete for Electrical Work:

   a. Electrical equipment foundations and mounting pads.
   b. Patching concrete which has been cut to accommodate electrical work.

6. Printing and Electrical Work:

   a. Ferrous metal surfaces (does not include stainless steel).
   b. Exterior cast-iron handhole and manhole covers and similar units are excluded from work to be painted.
   c. Aluminum, which is not specifically anodized as final finish is so indicated.
   d. Concealed work is excluded from painting, except for interior work in “high humidity” areas.

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PART 2 – MATERIALS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

Attachment: Exhibit A - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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SECTION 26 05 01
ELECTRICAL REFERENCE SYMBOLS

PART 1 – GENERAL

1.01 SYMBOLS

A. The foregoing “General Requirements” form a part of this contract and all the requirements set forth shall be binding upon this subcontractor.

B. In general, the symbols used on the drawings conform to the Standard Symbols of the Institute of Electrical and Electronic Engineers, with the exception of special systems or agencies as hereinafter noted.

1. Special Symbols as shown in schedules or legends.

1.02 ABBREVIATIONS

A. The following abbreviations or initials are used:

A/C	Air Conditioning
AC	Alternating Current
AFF	Above Finished Floor
AFG	Above Finished Grade
AHU	Air Handling Unit
AIC	Amps Interrupting Capacity
AMP	Ampere
ANSI	American National Standards Institute
ATS	Automatic Transfer Switch
AUX	Auxiliary
AWG	American Wire Gauge
C	Conduit
CB	Circuit Breaker
CBM	Certified Ballast Manufacturers
Clg	Ceiling
COND	Conductor
Conn	Connection
CT	Current Transformer
CU	Copper
DO	Draw Out
DN	Down

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DPST	Double Pole Single Throw
EC	Electrical Contractor
EMT	Electric Metallic Tubing
EO	Electrically Operated
FLA	Full Load Amperes
FM	Factory Mutual
FT	Feet
GFI	Ground Fault Interrupting
Gnd	Ground
Horiz	Horizontal
Hp	Horsepower
Hr	Hour
IEEE	Institute of Electrical and Electronic Engineers
IES	Illuminating Engineering Society
In	Inches
IPCEA	Insulated Power Cable Engineers Association
JB	Junction Box
KV	Kilovolt
KVA	Kilo-Volt-Amps
KW	Kilowatts
LBS	Pounds
Max	Maximum
MCB	Main Circuit Breaker
MCP	Motor Circuit Protector
Min	Minimum
MLO	Main Lugs Only
MTD	Mounted
N	Neutral
NEC	National Electric Code
NECA	National Electrical Contractors
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NIC	Not in Contract
NF	Non-Fused
No	Number
/O	Phase
OL	Overload
OLS	Overloads
OSHA	Occupational Safety and Health Act
P	Pole
PB	Pullbox

Attachment: Exhibit A - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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PNL	Panel
PR	Pair
Pri	Primary
PT	Potential Transformer
PVC	Polyvinal Chloride
RMS	Root-Means-Square
Recept.	Receptacle
SCA	Short Circuit Amps
SH	Shielded
S/N	Solid Neutral
SPST	Single Pole Single Throw
SW	Switch
SWBD	Switchboard
TEL	Telephone
TYP	Typical
T/P	Twisted Pair
Temp	Temperature
UL	Underwriters Laboratories
V	Volt
W	Wire
WP	Weatherproof

PART 2 – MATERIALS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

Attachment: Exhibit A - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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SECTION 26 05 02
CODES, FEES, AND STANDARDS

PART 1 – GENERAL

1.01 CODES AND FEES

A. The foregoing “General Requirements” form a part of this contract and all the requirements set forth shall be binding upon this subcontractor.

B. Install in accordance with latest edition of the National Electric Code and the regulations of governing local, State, County, and other applicable codes. Pay for all required licenses, fees, and inspections.

1.02 STANDARDS

A. All materials shall be new and free of defects, and shall be U.L. listed, bear the U.L. label or be labeled or listed with an approved, nationally recognized Electrical Testing Agency. Where no labeling or listing service is available for certain types of equipment, test data shall be submitted to prove to the ENGINEER that equipment meets or exceeds available standards.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

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SECTION 26 05 03
SPECIAL REQUIREMENTS

PART 1 – GENERAL

1.01 AUXILIARIES AND ACCESSORIES

A. The foregoing “Project Requirements”, Div.1, Section 01 00 00, form a part of this contract and all the requirements set forth shall be binding upon this subcontractor.

B. Include all auxiliaries and accessories for complete and properly operating systems.

1.02 LAYOUT OF WORK

A. Drawings are diagrammatic. Correlate final equipment locations with governing Architectural and Structural drawings. Lay out before installation so that all trades may install equipment in spaces available. Provide coordination as required for installation in a neat and workmanlike manner.

1.03 INVESTIGATION OF SITE

A. Check site and existing conditions thoroughly before bidding. Advise ENGINEER in writing of discrepancies or questions noted.

1.04 SUPERVISION OF THE WORK

A. Provide field superintendent who has had a minimum of four (4) years previous successful experience on projects of comparable sizes and complexity. At least one (1) member of the Electrical Contracting Firm shall hold a State Master Certificate of Competency.

1.05 COORDINATION

A. Provide all required coordination and supervision where work connects to or is affected by work of others and comply with all requirements affecting this Division. Work required under other divisions, specifications, or drawings to be performed by this Division shall be coordinated with the CONTRACTOR and such work performed at no additional cost to OWNER.

1.06 BASIS FOR WIRING DESIGN

A. The drawings and specifications describe specific sizes of switches, breakers, fuses, conduits, conductors, motor starters, and other items of wiring equipment. Wherever the CONTRACTOR provides power consuming equipment which differs from drawings and

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specifications, the wiring and associated circuit components for such equipment shall be changed to proper sizes to match at no additional expense to the OWNER.

1.07 PROVISIONS FOR OPENINGS

A. Locate all openings required for work performed under this section. Provide sleeves, guards, or other approved methods to allow passage of items installed under this section.

1.08 CONCRETE PADS

A. Furnish and install reinforced concrete pads for transformers, and motor control centers, of size as shown on the drawings or required. Unless otherwise noted, pads shall be four inches (4") high and shall exceed dimensions of equipment being set on them, including future sections, by six inches (6") on all sides, except when equipment is flush against a wall, then the side or sides against the wall shall be flush against a wall, then the side or sides against the wall shall be flush with the equipment. Chamfer top edges one-half inch (1/2") with forms. Trowel all surface smooth.

1.09 SURFACE MOUNTED EQUIPMENT

A. Surface mount fixtures, outlets, cabinets, conduit, panels, etc., shall have finish or shall be painted as directed by ENGINEER. Paint shall be in accordance with other applicable sections of these specifications.

1.10 MATERIALS

A. Reference: “General Requirements of the Contract”, Div. 1.

1.11 SUBSTITUTIONS

A. Reference: “General Requirements of the Contract”, Div. 1.

1.12 ADDITIONAL REQUIREMENTS

A. Keep two (2) sets of white prints on the job, and neatly marked up design drawings each day as components are installed. Different colored pencils shall be used as directed for different systems. Cost of prints shall be included under this Division. All items on Progress Drawings shall be shown in actual location installed. Change any equipment schedules to agree with items actually furnished.

B. Prior to request for final payment furnish a set of neatly marked prints of drawings to General Contractor.

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C. Submit for checking a specific set of written Operating Instructions on each item which required instructions to operate. After approval, provide one (1) additional copy for insertion in each Technical Information Brochure.

D. Submit for approval Maintenance Information consisting of manufacturer's printed instructions and parts lists for each major item of equipment. After approval, insert information in each Technical Information Brochure.

E. The work required under this Division shall include a one (1)-year guarantee unless otherwise noted. This guarantee shall be by the CONTRACTOR to the OWNER for any defective workmanship or material which has been furnished under this Contract at no cost to the OWNER for a period of one (1) year from the date of substantial completion of the System. This guarantee shall not include light bulbs in service after one (1) month from date of Substantial Completion of the System. Explain the provisions of guarantee to the OWNER at the "Demonstration of Completed System".

F. All work on the System shall be completed, and all forms and other information shall be submitted for approval one (1) week before the request for final inspection of the building.

1.13 CUTTING AND PATCHING

A. Reference: "General Requirements of the Contract", Div. 1.

B. Supplementary Requirements: Any cutting of work in place shall be patched and decorated by such mechanics and in such a manner that the quality of workmanship and finish shall be compatible with that of adjacent construction.

1.14 PROPRIETARY NAMES

A. For convenience of description and as a standard for grade, type, quality, and performance characteristics, proprietary names are included with some description. This does not imply preference to specific manufacturers (except where multiple choice is specified or where otherwise noted to match existing conditions), but minimum requirements with approval to be made by the ENGINEER.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

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SECTION 26 05 04
DEMONSTRATION OF COMPLETED ELECTRICAL SYSTEMS

PART 1 – GENERAL

1.01 SCOPE

A. Demonstrate the essential features of the following electrical systems:

1. Communications systems.

   a. Alarms and bells.
   b. Fire detection devices, smoke detection devices.
   c. Telephone equipment.

2. Electrical entrance equipment.

   a. Circuit breakers.
   b. Fuses and fuse holders.
   c. Meter.

3. Electrical systems, controls, and equipment.

   a. Electrical power equipment.
   b. Motor control centers.
   c. Motor control devices.
   d. Relays.
   e. Special transformers.
   f. Starting devices.

4. Lighting fixtures (include relamping and replacing lenses).

   a. Exit and safety fixtures.
   b. Fixtures, indoor and outdoor.
   c. Floodlighting.

5. Lightning protection system.

Attachment: Exhibit A - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

6. Panel boards.

   a. Distribution panels.
   b. Lighting panels.
   c. Load centers.
   d. Main panels, power panels.

7. Standby Electrical Equipment.

   a. Batteries.
   b. Battery Chargers.
   c. Motor-generator sets.
   d. Transfer switch.
   e. Day Tank.
   f. Controls and alarms.

8. Wiring devices.

   a. Face plates.
   b. Low-voltage controls.
   c. Outlets: convenience, special purpose.
   d. Switches: regular, time.

B. Each system shall be demonstrated once only, after completion of testing.

1.02 TIME

A. The demonstration shall be held upon completion of all systems at a date to be agreed upon in writing by the OWNER or his representative.

1.03 ATTENDING PARTIES

A. The demonstration shall be held by this CONTRACTOR in the presence of the OWNER, and the manufacturer's representative.

1.04 DEMONSTRATION

A. Demonstrate the function and location (in the structure) of each system, and indicate its relationship to the riser diagrams and drawings.

B. Demonstrate by "start-stop operation" how to work the controls, how to reset protective devices, how to replace fuses, and what to do in the case of emergency.

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1.05 CERTIFICATE OF COMPLETED DEMONSTRATION

A. Submit five (5) copies of “Certificate of Completed Demonstration”, memo signed by the CONTRACTOR, Subcontractor, and OWNER and insert one (1) copy in each Technical Information Brochure.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

Attachment: Exhibit A - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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SECTION 26 05 06
ELECTRICAL CONNECTION FOR EQUIPMENT

PART 1 – GENERAL

A. Type of electrical power connections specified in this section includes the following:

1. To motors,
2. To motor starters,
3. From motor starters to motors,
4. To lighting fixtures,
5. To transformers, rheostats, and similar current adjustment features of equipment,
6. To ground, and
7. To master units of communication, signal, alarm, clock, public address, sound, and video systems.

PART 2 – QUALITY ASSURANCE

2.01 NEC COMPLIANCE.

A. Comply with applicable portions of NEC as to type products used and installation of electrical power connections (terminals and splices), for junction boxes, motor starters, and disconnect switches.

B. NEMA Compliance. Comply with applicable portions of NEMA standards pertaining to electrical connections for equipment.

C. ANSI Compliance. Comply with applicable ANSI standards pertaining to products and installation of electrical connections.

D. Splices and terminations of types indicted.

2.02 METAL CONDUIT, TUBING, AND FITTINGS

A. General. Provide metal conduit, tubing and fittings of types, grades, sizes, and weights (wall thicknesses) indicated for each type service. Where types and grades are not indicated, provide proper selection as determined for installer to fulfill wiring requirements; comply with NEC requirements for raceways. Provide products complying with Division 26 basic materials and methods section “Raceways”, and in accordance with the following listing of metal conduit, tubing, and fittings:

1. Rigid Steel Conduit Flexible Metal Conduit Fittings.
2. Rigid Metal Conduit Fittings Liquid-Tight Flexible Metal Conduit.
3. Electrical Metallic Tubing Liquid-Tight Flexible Metal Conduit Fittings.

Attachment: Exhibit A - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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4. Flexible Metal Conduit.

2.03 WIRE, CABLE, AND CONNECTORS

A. General. Provide wires, cables and connectors complying with Division 26 basic materials and methods section “Wire and Cables”.

B. Wire. Unless otherwise indicated, provide wires/conductors for electrical connections which match wires/conductors of wiring of wiring supplying power.

C. Connectors and Terminals. Provide electrical connectors and terminals as recommended by connector and terminal manufacturer for intended applications.

2.04 ELECTRICAL CONNECTION ACCESSORIES

A. Provide electrical insulating tape, heat-shrinkable insulating tubing and boots, solder, electrical soldering flux, wire nuts and cable ties as recommended for use by accessories manufacturers for type services indicated.

PART 3 – EXECUTION

3.01 INSTALLATION OF ELECTRICAL CONNECTIONS

A. Install electrical connections as indicated; in accordance with connector manufacturer's written instructions and with recognized industry practices, and complying with requirements of NEC and NECA's “Standard of Installation” to ensure that products fulfill requirements.

B. Connect electrical power supply conductors to equipment conductors in accordance with equipment manufacturer’s written instructions and wiring diagrams. Wherever possible, mate and match conductors of electrical connections for proper interface between electrical power supplies and installed equipment.

C. Coordinate installation of electrical connections for equipment with equipment installation work.

D. Cover splices with electrical insulation equivalent to, or of higher rating, than insulation on conductors being spliced.

E. Prepare cables and wires by cutting and stripping covering armor, jacket, and insulation properly to ensure uniform and neat appearance where cables and wires are terminated.

F. Trim cables and wires as short as practical and arrange routing to facilitate inspection, testing and maintenance.

G. Tighten wire-binding connector screws firmly.

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H. Provide flexible conduit for motor connections and for other electrical equipment connections where subject to movement and vibration.

I. Provide liquid-tight flexible conduit for connection of motors and for other electrical equipment where subject to movement and vibration, and also where subjected to one or more of the following conditions:

1. Exterior location.
2. Moist or humid atmosphere where condensate can be expected to accumulate.
3. Corrosive atmosphere.
4. Subjected to water spray.
5. Subjected to dripping oil, grease, or water.

J. Refer to basic materials and methods section for identification of electrical power supply conductor terminations with markers approved as to types, colors, letter, and marker sizes, by Architect/Engineer. Affix markers at each point of termination, as close as possible to each point of connection.

END OF SECTION

Attachment: Exhibit A - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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SECTION 26 05 13
WIRES AND CABLES

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

A. Extent of electrical wire and electrical cable work is indicated by drawings and schedules.

B. Types of wire, cable and connectors in this section include the following:

1. Copper Conductors.

2. Tab Type Connectors.

3. Split-Bolt Connectors.

C. Applications for wire, cable and connectors required for project as follows:

1. Power Distribution circuitry.
2. Lighting Circuitry.
3. Appliance and Equipment circuitry.
4. Motor-Branch Circuitry.

PART 2 – QUALITY ASSURANCE

2.01 COMPLIANCE

A. Comply with NEC as applicable to construction and installation of electrical wire, cable, and connectors.

B. UL Compliance. Comply with UL standards pertaining to wire, cable and connectors.

C. UL Labels. Provide electrical wires, cables and connectors which have been UL listed and labeled.

D. NEMA/ICEA Compliance. Comply with applicable portions of NEMA/Insulated Cable Engineers Association standards pertaining to material, construction and testing of wire and cable.

E. ANSI/ASTM. Comply with applicable portions of ANSI/ASTM standards pertaining to construction of wire and cable.

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PART 3 – EXECUTION

3.01 ACCEPTABLE MANUFACTURERS

A. Manufacturers. Subject to compliance with requirements, provide products of one of the following (for each type of wire, cable, and connector):

1. Wire and Cable.

a. General Cable Corporation.
b. Southwire Company.
c. Triangle PWC, Inc.

2. Connectors.

a. AMP, Inc.
b. Burndy Corporation.
c. Ideal Industries, Inc.
d. Thomas and Betts Company.

3.02 WIRE, CABLE, AND CONNECTORS

A. General. Except as otherwise indicated, provide wire, cable, and connectors of manufacturer's standard materials, as indicated by published product information; designed and constructed as recommended by manufacturer, and as required for installation.

B. Wire. Provide factory-fabricated wire of sizes, ratings, materials, and types indicated for each service. Where not indicated, provide proper selection as determined by installer to comply with project's installation requirements and NEC standards. Select from the following types, materials, conductors, configurations, insulation, and coverings:

1. UL Type: MTW.
2. UL Type: THHN.
3. UL Type: THWN.

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C. Material: Copper.

1. Conductors: Solid (AWG 20 to AWG 8 only).
2. Conductors: Concentric-lay-stranded (standard flexibility).
3. Outer Covering: Thermoplastic.

D. Cable. Provide factory-fabricated, metal connectors of sizes, ratings, materials, types, and classes as indicated for each service. Where not indicated, provide proper selection as determined by installer to comply with installation requirements and NEC standards.

3.03 CONNECTORS

A. Provide factory-fabricated, metal connectors of sizes, ratings, material, types, and classes as indicated for each service. Where not indicated, provide proper selection as determined by installer to comply with installation requirements and NEC standards. Select from the following types, classes, kinds, and styles.

1. Type: Pressure.
2. Class: Non-insulated.
3. Kind: Copper (for Cu to Cu connection).
4. Style: Butt connection.
5. Style: Split-bolt parallel connection.
6. Style: Tap connection.
7. Style: Pigtail connection.

PART 4 – INSTALLATION

1.01 GENERAL

A. Install electrical cables, wires and connectors as indicated, in compliance with manufacturer's written instruction, applicable requirements of NEC and NECA's "Standard of Installation", and in accordance with recognized industry practices.

B. Coordinate cable and wire installation work with electrical raceway and equipment installation work, as necessary for proper interface.

C. Use pulling compound of lubricant, where necessary; compound must not deteriorate conductor or installation.

D. Keep conductor splices to a minimum.

E. Install splices and tapes which have mechanical strength and insulation rating equivalent-or-better than conductor.

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F. Field Quality Control. Prior to delivery, test cable and wire for continuity of circuitry, and also for short circuits. Correct malfunctions when detected.

G. Subsequent to wire and cable hook-ups, energize circuitry and demonstrate functioning in accordance with requirements.

END OF SECTION

Attachment: Exhibit A - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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SECTION 26 05 26
GROUNDING

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

A. Extent of grounding work is indicated by drawings and schedules.

B. Application of grounding work in this section includes the following:

1. Underground Metal Piping.
2. Metal Building Frames.
3. Grounding Electrodes.
4. Separately Derived Systems.
5. Service Equipment.
6. Enclosures.
7. Equipment.

C. Requirements of this section apply to electrical grounding work specified elsewhere in these specifications.

D. Conductors. Copper cable; strand dia. 0.045 foot (0.045'); 14 strands.

E. Ground Rods. Solid copper five-eighths inch (5/8") dia. by 10 feet (10').

PART 2 – INSTALLATION

2.10 GENERAL

A. Install electrical grounding systems where shown, in accordance with applicable portion of NEC, with NECA's "Standard of Installation", and in accordance with recognized industry practices to ensure that products comply with requirements and serve intended functions.

PART 3 – EXECUTION (NOT USED)

END OF SECTION

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SECTION 26 05 33.13
CONDUIT FOR ELECTRICAL SYSTEMS

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

A. General. Provide metal conduit, tubing and fittings of types, grades, sizes, and weights (wall thicknesses) for each service indicated. Where types and grades are not indicated, provide proper selection determined by installer to fulfill wiring requirements, and comply with applicable portions of NEC for raceways.

1. Rigid Steel Conduit. FS WW-C-0581 and ANSI C80.1.
2. Rigid Metal Conduit Fittings. FS W-F-408.
3. Use Type 1 Fittings for rain-tight connections.
4. Use Type 1 Fittings for concrete tight connections.
5. Use Type 3 Fittings for other miscellaneous connections.
6. Electrical Metallic Tubing (EMT). FS WW-C-563 and ANSI C80.3.

NOTE: IN GENERAL, EMT RACEWAYS SHALL NOT BE USED ON THIS PROJECT

B. EMT Fittings. FS W-F-408.

1. Use Type 1 Fittings for rain-tight connections.
2. Use Type 2 Fittings for concrete tight connections.
3. Use Type 3 Fittings for other miscellaneous connections.

C. Flexible Metal Conduits. FW WW-C-566, of the following type:

1. Type 2. Zinc-coated steel.

2. Flexible Metal Conduit Fittings. FS W-F-406, Type 1, Class 1, and Style A.

3. Liquid-Tight Flexible Metal Conduit. Provide liquid-tight flexible metal conduit; construct of single strip, flexible, continuous, interlocked, and double-wrapped steel; galvanized inside and outside; coat with liquid-tight jacket of flexible polyvinyl chloride (PVC).

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

Attachment: Exhibit A - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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SECTION 26 05 33.16
BOXES FOR ELECTRICAL SYSTEMS

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

A. Extent of electrical box and electrical fittings work is indicated by drawings and schedules.

B. Types of electrical boxes and fittings in this section include the following:

1. Outlet Boxes.
2. Junction Boxes.
3. Pull Boxes.
4. Conduit Bodies.
5. Bushings.
6. Knockout Closures.

PART 2 – QUALITY ASSURANCE

2.01 COMPLIANCE

A. Comply with NEC as applicable for construction and installation of electrical wiring boxes and fittings.

B. UL Compliance. Provide electrical boxes and fittings which have been UL listed and labeled.

C. ANSI/NEMA Standards Compliance. Comply with ASNI 134.1 (NEMA Standards PUB No. OS 1) as applicable to sheet-steel outlet boxes, device boxes, covers, and box supports.

2.02 FABRICATED MATERALS

A. Interior Outlet Boxes.

1. Provide galvanized flat rolled sheet steel interior outlet wiring boxes, of types, shapes, and sizes, including box depths, to suit each respective location and installation; construct with stamped knockouts in back and sides, and with thread screw holes with corrosion-resistant screws for securing box covers and wiring devices.

2. Manufacturer. Subject to compliance with requirements, provide interior outlet boxes of one of the following:

a. Adalet-PLM Div., Scott and Fetzer Co.

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b. Appleton Electric Company.
c. Bell Electric/Square D Co.
d. RACO, Inc.
e. Steel City/Midland-Ross Corp.

B. Weatherproof Outlet Boxes.

1. Provide corrosion-resistant cast metal weatherproof outlet wiring boxes, of types, shapes, and sizes, including depth of boxes, with threaded conduit ends, cast-metal face plates and spring-tipped waterproof caps suitably configured for each application, including face plate gaskets and corrosion-resistant fasteners.

2. Manufacturer. Subject to compliance with requirements, provide weatherproof outlet boxes of one of the following:

a. Bell Electric/Square D Co.
b. Harvey Hubbel, Inc.
c. O-Z/ Gedney Co.

C. Junction and Pull Boxes.

1. Provide galvanized code-gauge sheet junction and pull boxes, with screw-on covers; of types, shapes, and sizes, to suit each respective location and installation; with welded seams and equipped with stainless steel nuts, bolts, screws, and washers.

2. Manufacturer. Subject to compliance with requirements, provide junction and pull boxes of one of the following:

a. Adelet-PLM Div., Scott Fetzer Co.
b. Appleton Electric Co.
c. Bell Electric/ Square D Co.
d. Spring City Elect. Mfg. Co.

D. Conduit Bodies.

1. Provide galvanized cast-metal conduit bodies, of types, shapes, and sizes, to suit respective location, construct with thread-conduit-entrance ends, removable covers, and corrosion-resistant screws.
2. Manufacturer. Subject to compliance with requirements, provide conduit bodies of one of the following:

a. Appleton Electric Co.
b. Killark Electric Mfg. Co.
c. O-Z/Gedney Co.

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E. Bushings, Knockout Closures, and Locknuts.

1. Provide corrosion-resistant punched-steel box knockout closures, conduit locknuts and malleable iron conduit bushings, offset connectors, of types and sizes, to suit respective uses and installations.

PART 3 – EXECUTION

3.01 INSTALLATION OF ELECTRICAL BOXES AND FITTINGS

A. General.

1. Install electrical boxes and fittings where indicated, complying with manufacturer's written instruction, applicable requirements of NEC and NECA's "Standard of Installation", and in compliance with recognized industry practices to ensure that products fulfill requirements.

2. Coordinate installation of electrical boxes and fittings with wire/cable and raceway installation work.

3. Provide weatherproof outlets for interior and exterior locations exposed to weather and moisture.

4. Provide knockout closure to cap unused knockout holes where blanks have been removed.

5. Install boxes and conduit bodies in those locations to ensure ready accessibility of electrical wiring.

6. Avoid using round boxes where conduit must enter box through side of box, which would result in difficult and insecure connections when fastened with locknut or bushing on rounded surface.

7. Fasten boxes rigidly to substrates or structural to which attached, or solidly embedded electrical boxes in concrete or masonry.

8. Provide electrical connections for installed boxes.

END OF SECTION

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SECTION 26 05 43
UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

A. Underground Duct Lines.

1. Description of Assembly

a. Underground duct lines where shown shall be of individual conduits encased in concrete. The conduit shall be of plastic, unless indicated or specified otherwise. The conduit used shall not be smaller than four inches (4") in diameter, inside, unless otherwise noted. The concrete encasement surrounding the duct bank shall be reinforced as shown and rectangular in cross-section, having a minimum concrete thickness of three inches (3"). Conduit shall be separated by a minimum concrete thickness of three inches (3").

b. The concrete work shall conform to Sections on “Concrete”. The top of the concrete envelope shall be not less than 18 inches (18") below grade. Concrete shall be installed in a continuous pour to eliminate joints in the duct run. Duct lines shall have a continuous slope downward toward manholes and away from buildings with a pitch of not less than 3 inches (3") in 100 feet (100'). Changes in direction of runs exceeding a total of 10 degrees (10°) either vertical or horizontal, shall be accomplished by long sweep bends having a minimum radius of curvature of 25 feet (25'), except that manufactured bends may be made up of one or more curved or straightened sections or combinations thereof. Manufactured bends shall have a minimum radius of 36 inches (36"). Right angle bends shall be rigid steel black mastic coated.

c. Conduits shall terminate in end-bells where duct lines enter manholes. Separators shall be of precast concrete, high impact polystyrene, steel, or any combination of these. The joints of the conduits shall be staggered by rows so as to provide a duct line having the maximum strength. During construction, partially complete duct lines shall be protected from the entrance of debris, such as mud, sand, and dirt by means of suitable conduit plugs. As the duct line is completed, a testing mandrel not less than 13 inches (13") long with a diameter 1/4 inch (1/4") less than the size of the stiff bristles shall be drawn through until the conduit is clear of all particles of earth, sand, or gravel; conduit plug shall then be immediately installed.

d. Plastic conduit, fittings and joints shall not have been stored in the sun or weather. In any excessively heated space, or unevenly supported during

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storage. Use and installation shall be in accordance with NEC requirements for the installation of non-metallic rigid conduit. Plastic conduit shall be protected against the direct rays of the sun prior to installation. Conduit shall be Carlon Type EB, Queen City Plastics, or equal. Conduit shall be U.L. listed and conform to NEMA Standard TC6-1972.

e. Trenches for duct banks shall be completely dry before setting conduits or pouring concrete. Well pointing as required will be provided if necessary to keep trench dry.

f. Wires and cables in manhole shall be placed on cable racks. Manhole shall be cleaned of all loose materials, dirt, and debris immediately after completion of new work and shall be in a clean condition with insulators. Racks shall be McGraw Edison NOB-LOC type, Chance, or equal.

g. Backfilling shall be in layers not more than 8 inches (8") deep, and shall be thoroughly tamped. The first layer shall be earth or sand, free from particles that would be retained on a 1/4" inch (1/4") sieve. The succeeding layers shall be excavated material having stones no larger than would pass through a 4-inch (4") ring. The backfill shall be level with adjacent surface, except that in sodded or paved areas, a space equal to the thickness of the sod or paving shall be left.

h. The surface disturbed during the installation of duct shall be restored to its original elevation and condition if not refinished in connection with site work.

i. All unused conduit openings shall be plugged or capped with a suitable device designed for the purpose; caulking compound shall not be used for plugging conduit openings.

j. One (1) No. 4 bare stranded copper counterpoise shall be run above all duct banks and shall be run into all manholes and handholes and grounded. Counterpoise shall run to building and be grounded at each building service ground.

B. Raceways.

1. Extent of raceways is indicated by drawings and schedules. Types of raceways in this section include the following:

a. Electrical Metallic Tubing.
b. Flexible Metal Conduit.
c. Intermediate Metal Conduit.
d. Liquid-Tight Flexible Metal Conduit.
e. Rigid Metal Conduit.
f. Rigid Nonmetallic Conduit.
g. Surface Metal Raceways.

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2. NEMA Compliance. Comply with applicable requirements to NEMA standards pertaining to raceways.

3. UL Compliance and Labeling. Comply with provisions of UL safety standards pertaining to electrical raceway systems; and provide products and components which have been UL listed and labeled.

4. NEC Compliance. Comply with requirements as applicable to construction and installation of raceway systems.

NOTE: IN GENERAL, EMT RACEWAYS SHALL NOT BE USED ON THIS PROJECT

1.02 WIREWAYS

A. General. Provide electrical raceways of types, grades, sizes, weights (wall thicknesses), number of channels, for each type service indicated. Provide complete assembly of raceway including, but not necessarily limited to, couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps and other components and accessories as needed for complete system. Where types and grades are not indicated, provide proper selection as determined by installer to fulfill wiring requirements, and comply with applicable provisions of NEC for electrical raceways.

1.03 SUBMITTALS

A. Submit shop drawings or cut sheets on:

1. Conduit.

2. Fittings.

3. Separators.

4. PVC solvent.

PART 2 – PRODUCTS

2.01 INSTALLATION OF ELECTRICAL RACEWAYS

A. Install electrical raceways where indicated; in accordance with manufacturer's written instructions, applicable requirements of NEC and NECA "Standard of Installation", and comply with recognized industry practices.

B. Coordinate with other work, including metal can concrete deck work, as necessary to interface installation of electrical raceways and components with other work.

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C. Coat under floor metal raceways with bitumastic type protective coating prior to placing concrete.

D. Level and square raceway runs, and install at proper elevations/heights.

E. Complete installation of electrical raceways before starting installation of cables/wires within raceways.

F. Install PVC-coated conduit and fittings in highly corrosive atmospheres, and elsewhere as indicated.

G. Install flexible conduit for motor connections and for other electrical equipment connections where subject to movement and vibration.

H. Install liquid-tight flexible conduit for connection of motors and for other electrical equipment where subject to movement and vibration and also where subject to one or more of the following conditions:

1. Exterior location, moist of humid atmosphere where condensate can be expected to accumulate, corrosive atmosphere, subjected to water spray, subjected to dripping oil, grease, or water.

I. Wherever possible, install horizontal raceway runs above water and steam piping.

PART 3 – EXECUTION (NOT USED)

END OF SECTION

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SECTION 26 05 53
ELECTRICAL IDENTIFICATION

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

A. Extent of electrical identification work is indicated by drawings and schedules.

B. Types of electrical identification work specified in this section include the following:

1. Electrical Power, Control and Communication Conductors, and Danger Signs.

2. Refer to appropriate section “Identification System”, for equipment and system nameplates, and performance data, not work of this section.

PART 2 – PRODUCTS

2.01 Acceptable Manufacturers.

A. Subject to compliance with requirements, provide electrical identification products of one of the following (for each type of marker):

1. W.H. Brady Co.

2. Ideal Industries, Inc.

2.02 Cable/Conductor Identification Bands.

A. General. Provide manufacturer’s standard vinyl-cloth, self-adhesive cable/conductor markers of wrap-around type, either pre-numbers plastic coated/type, or write-on type with clear plastic self-adhesive cover flap; numbered to show circuit identification.

PART 3 – EXECUTION

3.01 EQUIPMENT/SYSTEM IDENTIFICATION

A. General.

1. Install engraved plastic-laminate sign on each major unit of electrical equipment in building; including central or master unit of each electrical system including communication/control/signal systems, unless unit is specified, with its own

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identification. Provide single line text, one-half inch (1/2") high lettering on one and a half foot (1-1/2') high sign, and white lettering in black field. Provide text matching terminology and numbering of the contract documents and shop drawings. Provide signs for each unit of the following categories or electrical work.

2. Panelboards, electrical cabinets, and enclosures. Access panel/doors to electrical facilities; major electrical switchgear; motor control centers and transformers.

3. Install signs at locations indicated or, where not otherwise indicated, at location for best convenience of viewing without interference with operation and maintenance of equipment. Secure to substrate with fasteners, except use adhesive where fasteners should not or cannot penetrate substrate.

END OF SECTION

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SECTION 26 27 26
WIRING DEVICES

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

A. The extent of wiring device work is indicated by drawings and schedules. Wiring devices are defined as single discrete units of electrical distribution systems which are intended to carry but not utilize electric energy.

B. Types of electrical wiring devices in this section include the following:

1. Receptacles.

2. Switch.

3. Wall Plates.

4. Plugs.

5. Plug Connectors.

PART 2 – QUALITY ASSURANCE

2.01 COMPLIANCE.

A. Comply with NEC as applicable to construction and installation of electrical wiring devices.

B. UL Compliance and Labeling. Provide electrical wiring devices which have been UL listed and labeled.

C. NEMA Compliance. Comply with NEMA standards for general and specific purpose wiring devices.

D. Submittals.

1. Product Data. Submit manufacturer's data on electrical wiring devices.

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PART 3 – PRODUCTS

3.01 MANUFACTURER

A. Subject to compliance with requirements, provide products of one of the following (for each type of wiring device):

1. Harvey Hubbell, Inc.

2. Levington Mfg. Co.

B. Fabricated Wiring Devices

1. General. Provide factory-fabricated wiring devices, in types colors, and electrical rating, for applications indicated, and complies with NEMA Standards Pub. No. WD1. Where types and grades are not indicated, provide proper selection as determined by installer to fulfill wiring requirements, and complying with NEC and NEMA standards for wiring devices. Provide ivory color devices and wall plates except as otherwise selected; color selection to be verified by CONTRACTOR with ENGINEER.

3.02 RECEPTACLES

A. Heavy-Duty Duplex. Provide heavy-duty duplex receptacles, two (2)-pole, three (3)-wire grounding, 20-amperes, 125-volts, with metal plaster ears, back wiring, NEMA configuration 5-20R, unless otherwise indicated.

B. Ground Fault Interrupter. Provide general-duty duplex receptacles, ground-fault circuit interrupters; feed-thru type, capable of protecting connected downstream receptacles on single circuit, grounding type UL-rated Class A, Group 1, 20-amperes rating, 120-volts, 60 Hz; with solid-state ground-fault sensing and signaling; with five (5) milliamperes ground-fault trip level; equip with 20-ampere plug configuration, NEMA 5-20R.

3.03 PLUGS AND CONNECTORS

A. Plugs. Provide 15-amperes, 125-volts, 3-wire grounding, armored cap plugs, parallel blades with cord clamp, and four-tenths inch (0.4") cord hole; match NEMA configuration with power sources.

B. Connectors. Provide 15-amperes, 125-volts, bakelite-body armored connectors three (3)-wire grounding, parallel blades, double wipe contact, with cord clamp, and four-tenths inch (0.4") cord hole, match NEMA configuration to mating plugs.

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3.04 SWITCHES

A. Snap. Provide general-duty flush single-pole toggle switches, 20-ampere, 277-volts AC, with mounting yoke insulated from mechanism, equip with plaster ears, switch handle, and side wired screw terminals.

PART 4 – WIRING DEVICES

4.01 INSTALLATION

A. Install wiring devices as indicated, in compliance with manufacturer's written instructions, applicable requirements of NEC and NECA's "Standard of Installation", and in accordance with recognized industry practices to fulfill project requirements.

B. Coordinate with other work; include painting, electrical box, and wiring work, necessary to interface installation of wiring devices with other work.

C. Install wiring devices only in electrical boxes which are clean, free from excess building materials, dirt, and debris.

D. Install galvanized steel wall plates in unfinished spaces.

E. Delay installation of wiring devices until wiring work is completed.

F. Delay installation of wall plates until after painting work is completed.

4.02 GROUNDING.

A. Provide electrically continuous, tight grounding connections for wiring devices, unless otherwise indicated.

4.03 TESTING.

A. Prior to energizing circuitry, test wiring devices for electrical continuity and proper polarity connections. After energizing circuitry, test wiring devices to demonstrate compliance with requirements.

END OF SECTION

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SECTION 330100 – OPERATION AND MAINTENANCE OF UTILITIES

PART 1 - GENERAL

1.1 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.

1.2 QUALITY ASSURANCE

A. Construction Requirements:

1. All underground lines shall be installed with at least 36 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 eighty percent (80%) of the maximum allowable deflection as stated in the pipe manufacturer's installation instructions.

B. Pipe Inspection:

1. The Contractor shall obtain from the pipe manufacturers a certificate of inspection to the effect that the pipe and fittings supplied for this Contract have been inspected at the plant and that they meet the requirements of these Specifications. Certification shall be stamped with corporate seal.

2. All pipe and fitting shall be subject to visual inspection at time of delivery by rail or truck and also just before they are lowered into the trench to be laid. Joints or fittings that do not conform to these Specifications will be rejected and must be removed immediately by the Contractor.

3. The entire product of any plant may be rejected when, in the opinion of the Engineer, the methods of manufacture fail to secure uniform results, or where the materials used are such as to produce inferior pipe or fittings.

1.3 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 Specification section(s).

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a. Mill test certificates or certified test reports on pipe and fittings.
b. Details of restrained and flexible joints.
c. Valve vaults.
d. Valve boxes.
e. All gate, plug, ball, solenoid, check valves, and automatic air release valves.
f. Couplings.
g. Service saddles, curb, & corp stops.
h. Flexible expansion joints.
i. Pressure gauges.
j. Identification tape.
k. Joint lubricant.
l. Detailed piping layout drawings and pipe laying schedule.
m. Temporary plug and anchorage system for hydrostatic pressure test.
n. Tie rods.
o. Reduced 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 items furnished under this Contract comply with all applicable provisions of current AWWA and ASTM Standards and these Specifications. No pipe or fittings will be accepted for use in the work on this project until the Affidavit has been submitted and approved by the Engineer.

2. The Owner reserves the right to sample and test any pipe or fitting after delivery and to reject all pipe and fittings represented by any sample which fails to comply with the specified requirements.

C. Operation and Maintenance Manuals:

1. Submit copies of operation and maintenance manuals for all the items requiring routine maintenance.

1.4 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 coatings.

C. Insides of valves and backflow preventers shall be kept free of dirt and debris.

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1.5 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 feet 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 they are 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

2.1 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-inch diameter shall be pressure Class 250, and all pipe 12-inch or less in diameter shall be pressure Class 350.

Pipe shall have a minimum rated water working pressure of 250 psi and shall be furnished in laying lengths of 20 feet or less, unless specifically shown otherwise on the Drawings. The pipe shall be lined and coated as specified below.

1. Interior Lining for Raw Activated Sludge (RAS), Sludge Lines, and Force Mains: Ductile iron fittings and specials shall be coated with 40 mils nominal dry film thickness of Protecto 401 or approved equal in accordance with the manufacturers recommended actions.

2. Interior Lining for Potable and Reclaimed Water Piping: Ductile iron pipe, fittings and specials shall be cement lined in accordance with 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.

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5. Ductile iron pipe, fittings, and specials to be installed aboveground shall be furnished with a shop applied primer on the exterior. The shop primer shall be as specified in accordance with manufacturers recommendations.

B. Fittings: Fittings for ductile iron pipe shall be either mechanical joint, restrained joint, or flanged joint as indicated on the Drawings and shall have a minimum working pressure of 250 psi. Fittings shall be ductile iron and shall conform to ANSI/AWWA C110, ANSI/AWWA C111 and ANSI/AWWA C153, latest revisions for flanged and mechanical joint pipe. Fittings shall be coated and lined as specified above for ductile iron pipe. The rubber gaskets for flanged, mechanical, and push on joints shall be as described below.

C. Push-On Joints: Pipe using push-on joints shall be in strict accordance with ANSI/AWWA C111, latest revision and shall be as manufactured by American Cast Iron Pipe Company (Fastite Joint), United States Pipe Company (Tyton Joint), or Clow Corporation (Super Bell Tite Joint). Jointing materials shall be provided by the pipe manufacturer and installation shall be in strict accordance with the manufacturer's recommended practice.

D. Mechanical Joints: Jointing materials for mechanical joints shall be provided by the pipe and fitting manufacturer. Materials assembly and bolting shall be in strict accordance with ANSI/AWWA C111 and ANSI/AWWA C153, latest revisions. Tee head bolts and nuts for mechanical joints shall be manufactured of CORTEN, high strength, low alloy, corrosion resistant steel as manufactured by NSS Industries, Plymouth, Michigan or an equal approved by the Engineer.

E. Flanged Joints: Flanges shall be American Standard for 125 pound steam pressure with any special drilling and tapping as required to ensure 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.

F. The number and size of bolts shall conform to the same American National Standard as the flanges. Unless noted otherwise, bolts and nuts shall be Grade B conforming to the ASTM Specifications for Steel Machine Bolts and Nuts and Tap Bolts, Designation A 307. Bolts and studs shall be of the same quality as machine bolts. Bolts and nuts shall have hexagonal heads. Where noted on the Drawings or where flanges are underground, stainless steel nuts and bolts shall be used for flanges. Stainless steel shall be Type 316 in accordance with ASTM A320, Class 2.

1. Machined Surfaces: Machined surfaces shall be cleaned and coated with a suitable rust preventative coating at the shop immediately after being machined.

G. Restrained Joints: Restrained joints shall be provided for all buried piping systems at the location required to restrain the system thrust. Pipe joints and fitting shall be restrained as specified below.

1. Manufactured Restrained Joints: Manufactured restrained joints shall be Flex-Ring, Lok-Ring or Lok-Fast manufactured by the American Cast Iron Pipe Company, Lok-Tyte or Tr-Flex Type manufactured by the United States Pipe Company, and TR-Flex 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.

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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 that shown in ANSI/AWWA C500 and shall not exceed 80 percent (80%) 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 heat treated ductile iron with a minimum hardness of 370 BHN. The gland shall have standard dimension and bolting patterns for mechanical joints conforming to ASNI/AWWA C111 and C153, latest revisions.

Tee head bolts and nuts shall be manufactured of corrosion resistant, high strength, low alloy CORTEN steel in accordance with ASTM A242.

The restraining wedges shall have twist off nuts to ensure 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.

2.2 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

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bear the approved seal of the National Sanitation Foundation (NSF). PVC pipe that is exposed to sunlight shall be manufactured with additives to provide resistance to ultraviolet deterioration. No glued joint pipe shall be installed below ground, unless other specified. All water pipe to be Class 200 (DR 21) gasketed bell and spigot pipe blue in color.

C. Fittings: Socket type, solvent welded fittings for Schedule 80 PVC pipe shall be in conformance with ASTM D2467. Threaded type fittings for Schedule 80 PVC pipe shall be in conformance with ASTM D2464. All solvent welded or threaded joints shall be watertight.

D. Flanges: Flanges for Schedule 80 PVC pipe shall be rated for a 150 psi working pressure with ANSI B16.1 dimensions and bolting pattern. Flanges shall be connected to PVC piping with either solvent welded or threaded joints in accordance with ASTM D2467 or ASTM 2464, respectively. Gaskets shall be neoprene, full faced type with a minimum thickness of 1/8 inch. Nuts and bolts shall be hexagonal with machine threads, manufactured of Type 316 stainless steel in accordance with ASTM A320, Class 2. Type 316 stainless steel flat washers with lock washers shall be used against PVC flanges.

E. Solvent Cement: PVC solvent cement shall be in compliance with ASTM D2564 and in accordance with the pipe manufacturer's recommendations.

F. Thread Lubricant: Lubricant for Schedule 80 threaded joints shall be Teflon tape only.

G. Polyvinyl Chloride Pipe 4 Inches and Larger in Size for Pressure Service: Polyvinyl chloride pipe for nominal diameters 4 inches to 12 inches in size shall conform to the requirements of AWWA C900 with a dimension ratio of DR 18, pressure class 150, and gasketed integral bell ends. For PVC pipe larger than 12 inches for pressure service, the pipe shall conform to the requirements of AWWA C900 with a minimum DR of 18, pressure rating of 235 psi, with gasketed integral bell ends. Pipe shall be designed for maximum working pressure of not less than 235 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 green, and gravity sewer green. Care shall be taken to avoid exposure to sunlight. Pipe should be marked for its use in three places on the pipe barrel.

I. Joints (4 Inches and Larger PVC Pipe):

1. Bell and Spigot:

   Pipe joints shall be made with integral bell and spigot pipe ends. The bell shall consist of an integral thickened wall section designed to be at least as strong as the pipe wall. The bell shall be supplied with factory glued rubber ring gasket with conforms to the manufacturer's standard dimensions and tolerances. The gasket shall meet the requirements of ASTM F477 "Elastomeric Seals (Gaskets) for Joining Plastic Pipe". PVC joints shall be "Ring-Tite" as manufactured by J-M Manufacturing Company, Inc. or an equal approved by the Engineer.

2. Restrained Joints:

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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 inches in diameter or larger (except those having flanged joints or restrained joints) at all tees, plugs, caps, and at bends defecting 222° 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.

2.3 PVC FITTINGS (4 INCHES AND LARGER PVC PIPE)

A. 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.

B. All restrained joint systems shall be pressure rated the same as the PVC pipe and fittings. All components of the restraint system shall meet or exceed all requirements of ANSI/AWWA C-111/A21.11 latest revision. Restraints shall provide a full 360 degree contact on the pipe with sufficient gripping action to secure the clamp to the pipe and be designed so that the restraint action is increased as a result of increases in the line pressure. Restraint devices for PVC pipe and fittings shall consist of split restraint ring installed on the spigot, connected to a split ring which seats behind the gasket race of the fitting. The split restraint ring shall incorporate a series of machined serrations (not “as cast”) on the inside diameter to provide positive restraint, exact fit and 360 degree contact and support of the pipe wall. The two halves of the split backup ring shall interlock without the need for additional bolts and shall form a beveled leading edge to assure exact fit behind the fitting gasket race. Restraint devices shall be of ductile iron, ASTM

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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.

2.4 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 cease 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 two inch thick and the same diameter as the bolting flange cast midway of the length to form a waterstop. Each wall pipe shall be of the same grade, thickness and interior coating as the piping to which it is joined. Those portions of the wall pipes that are buried shall have a coal tar epoxy outside coating.

D. Non-Standard Fittings and Castings: Fittings having non-standard dimensions and cast especially for this project shall be of an approved design. Fittings shall be manufactured to meet the requirements of the same Specifications and shall have the same diameter and thickness as standard fittings but laying lengths and types of ends shall be determined by positions in the pipelines and by the particular piping to which it is connected. Flange facing and drilling shall conform to the 125 pound American National Standards Institute. Where require, flanges shall be drilled and tapped for studs. Other dimensions shall be substantially equal to corresponding parts of standard bell and spigot fittings.

2.5 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

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end followers. The couplings shall be restrained for the test pressure of line using approved retaining system.

2. All carbon steel parts of the coupling shall be coated on the interior and exterior with a fusion bonded thermosetting epoxy coating with a 12 mil nominal coating thickness. The coating shall be equal to AL-CLAD as manufactured by Dresser Industries, Inc.

3. Gaskets for the coupling shall be wedge type manufactured of Buna-N resilient rubber.

4. Bolts shall be manufactured of high strength Type 304 stainless steel with Type 316 stainless steel hexagonal nuts. Bolts and nuts shall conform dimensionally to ANSI/AWWA C111, latest revision.

5. Couplings shall be Style 38 as manufactured by Dresser Industries, Inc. or an equal approved by the Engineer.

2.6 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.

2.7 GATE VALVES

A. Bronze Gate Valves: Gate valves installed aboveground, less than 2 inches in size and smaller, shall be Class 150 all bronze valves conforming to Fed. Spec. WW-V-54d, Type I, Class B designed for a non-shock water pressure of 300 psi. Bronze for valve body and internals shall be in accordance with ASTM B16.18. Valves shall be furnished with screwed ends, handwheel operator, non-rising stem, one-piece solid wedge disc and screwed bonnet. Valves shall be as manufactured by Crane, Powell or an approved equal.

B. Ductile Iron Gate Valves:

1. Ductile iron gate valves shall open by turning to the left (counter-clockwise), when viewed from the stem. When fully open, gate valves shall have a clear waterway equal to the nominal diameter of the pipe. Operating nut or hand wheel shall have an arrow cast in the metal indicating the direction of opening. Each valve shall have the manufacturer's

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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 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 manufacturer's recommendations.

2.8 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 one hundred percent (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

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construction with fabric reinforcement. The flange shall be drilled to ASNI B16.1, Class 125/ANSI B16.5 Class 150 standard. Valve body shall be drilled and tapped for flushing connection on top and bottom of the housing. Valve body shall be two piece split body construction. The two halves shall be sealed by diamond shaped cross section rubber gaskets permanently locked by a groove cast in the valve body. Company name and location shall be cast onto the valve body. The valve shall be designed for a maximum back pressure of 100 psi. The valve shall be red valve series 33 or equal.

B. Interior Valve Coating: Prior to shipment from the factory, the interior ferrous surfaces of the valve, except for finished, non-ferrous, or bearing surfaces, shall be coated with a fusion bonded, thermosetting epoxy coating in accordance with AWWA C550, latest revision. Coating shall be holiday free with a minimum thickness of 12 mils. Surfaces shall be clean, dry, and free from rust and grease before coating.

C. 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.

2.9 PLUG VALVES

A. General: Plug valves shall be non-lubricated eccentric type with flanged or mechanical joint ends as specified below. Valves shall open by turning to the left (counter-clockwise), when viewed from the stem. Port area of valves shall be a minimum of 80 percent of full pipe area. Valve pressure ratings, body flanges, and wall thicknesses shall be in full conformance with ASNI B16.1, latest revision. Valves shall seal leak-tight against full rated pressure in both directions. Prior to shipment from the factory, each valve shall be hydrostatically tested as follows: Valve seats shall be tested to provide leak tight shut off to 175 psi for valves through 12 inch and 150 psi for valves 14 inches and larger, with pressure in either direction. In addition, a hydrostatic shell test shall be performed with a plug open to a pressure twice that of rating specified above to demonstrate overall pressure integrity of the valve body. Plug valves shall be eccentric plug valves as manufactured by DeZurik, Milliken, or approved equal.

B. Eccentric Plug Valves: Eccentric plug valves shall be Series 100 as manufactured by DeZurick or equal. Valve bodies shall be constructed of high strength cast iron conforming to ASTM A126, Class B and AWWA C504, latest revisions. Valve bodies shall be cast with raised eccentric seats which have a corrosion resistant welded in overlay of not less than 90 percent pure nickel on all surfaces contacting the plug face. Valve seats shall be in accordance with AWWA C504 and AWWA C507, latest revisions. Valves shall be furnished with resilient faced plugs with Neoprene facing, suitable for use with sludge. Valves shall be furnished with replaceable, permanently lubricated, stainless steel, sleeve-type bearings in the upper and lower plug stem journals. Plug stem bearings shall comply with AWWA C504 and C507, latest revisions. Valves shall be bolted bonnet design. Valves shaft seals shall be designed so that they can be repacked without removing the bonnet and the packing shall be adjustable. Packing material shall be Buna-Vee type packing. Valve shaft seals shall be in accordance with AWWA C504 and AWWA

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C507, latest revisions. All exposed valve nuts, bolts, springs, washers, and the like shall be Type 304 stainless steel.

C. Interior Valve Lining: All interior ferrous surfaces of the valve that will have contact with the leachate except the valve seating surfaces shall be coated with a factory applied, fusion bonded, thermosetting epoxy coating in accordance with AWWA C550, latest revisions. Coating shall be holiday free with a minimum thickness of 12 mils. Surfaces shall be clean, dry and free from rust, oil and grease before coating.

D. Exterior Valve Coating: All exterior surfaces of plug valves shall be clean, dry, and free from rust and grease before coating. For buried service, the exterior ferrous parts of all valves shall be coated at the factory with coal tar epoxy with a minimum total finish dry film thickness of 20 mils. Prior to backfilling, all uncoated nuts, bolts, glands, rods and other parts of joints shall be coated in the field with coal tar epoxy equal to Kop-Coat Bitumastic No. 300-M. For valves installed above ground, the exterior ferrous parts of all valves shall be shop primed at the factory with one coat, minimum dry film thickness 1.5 mils, of a primer with rust inhibitive pigments and synthetic resins. Following installation aboveground valves shall be finish painted in accordance with manufacturer's recommendations.

E. Valve Joints: All plug valves installed aboveground, in valve vaults or on flanged piping shall have flanged ends. Flanges shall comply with facing, drilling and thickness of ANSI Standards for Class 125 dimension. Nuts and bolts for flanged connections in valve vaults or corrosive atmospheres shall be Type 316 stainless steel in accordance with ASTM A320, Class 2. Nuts and bolts for aboveground installations or non-corrosive atmospheres shall be carbon steel in accordance with ASTM A307, Grade B. All buried plug valves shall have mechanical joint ends with dimensions, bolting patterns and assembly in strict accordance with ANSI/AWWA C111, latest revision. Tee head bolts and nuts for mechanical joints shall be manufactured of CORTEN-A, high strength, low alloy, corrosion resistant steel as manufactured by NSS Industries, Plymouth, Michigan or an equal approved by the Engineer.

F. Mechanical Valve Actuators:

1. All plug valves installed in valve vaults or buried underground shall have actuators designed for buried and submerged service. Valves shall have seals on all shafts and gaskets on valve and actuator covers to prevent entry of water and dirt. Actuator mounting brackets for buried and submerged service shall be totally enclosed and shall have gasket seals. All exposed valve nuts, bolts, springs, washers, and the like shall be Type 304 stainless steel.

2. All plug valves 6-inch in size and larger shall be furnished with mechanical gear actuators. Gear actuators shall be furnished with AWWA Standard 2-inch square operating nuts for buried valves, or handwheel, chainwheel or 2-inch square nut operators for aboveground or valve vault installation, as shown on the Drawings. Gear actuator shall be sized for the maximum pressure differential across the valve, equal to the pressure rating of the valve. All gearing shall be enclosed in a high strength cast iron housing, suitable for running in a lubricant. Housing shall be provided with seals on all shafts to prevent the entry of dirt and water into the actuator. Actuator shaft and quadrant shall be supported on permanently lubricated bronze bearings. Actuator shall clearly indicate valve position for aboveground and valve vault installations and an adjustable stop shall be provided to set closing torque. Actuator shall be capable of withstanding an over-torque without damage up to 450 foot

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pounds for 2-inch square nut operators and to 300 foot pounds for handwheel or chainwheel operators.

3. Four inch and smaller aboveground valves shall be furnished with manual actuators, one-quarter turn to open. Actuator shall be supplied with an AWWA Standard 2-inch operating nut with a standard valve operating lever.

2.10 BUTTERFLY VALVES

A. General: All butterfly valves shall be of the tight closing, rubber seat type with rubber seats that are securely fastened to the valve body or disc. No metal to metal seating surfaces will be permitted. Valves shall be bubble tight at rated pressures with flow in either direction, and shall be satisfactory for applications involving throttling service and/or frequent operation and for applications involving valve operation after long periods of inactivity and for buried installation. Valve discs shall rotate 90 degrees from the full open position to the tight shut position. Valves shall meet the full requirements of AWWA Standard C 504 for Class 150B, short body, flanged or mechanical joint as required. Wafer design valves are not acceptable, except when indicated on the Drawings. The manufacturer shall have manufactured tight closing, rubber seat butterfly valves for a period of at least five years. All valves shall be Henry Pratt Company, DeZurik, Mueller, or equal.

B. Valve Body: Valve bodies shall be constructed of cast iron ASTM A126 Class B or ASTM A48 Class 40. Ends shall be mechanical joint for buried service and flanged for aboveground use. Flange drilling shall be 125 pound in accordance with ANSI B16.1. Two trunnions for shaft bearings shall be integral with each valve body. When disc has the rubber seat, the valve body shall have a 18-8 Type 304 stainless steel body seat. The port diameter shall be no smaller than one inch less than the nominal valve size.

C. Valve Shaft: The valve shaft may consist of a one piece unit extending completely through the valve unit or may be the "stub shaft" type. Materials to be stainless steel 18-8 Type 304.

D. Valve Discs: Valve discs shall be constructed either of cast iron ASTM A126 Class B, ductile iron ASTM A536 or cast iron ASTM A48 each with Type 316 stainless steel seating edge or the entire disc may be constructed of cast 316 stainless steel. The stainless steel seating edge is not applicable to rubber seat disc type valves.

E. Valve Seats: Valve seats shall be of a synthetic or natural rubber compound and any be mounted on the valve body.

F. Valve Bearings: Valves shall be fitted with sleeve type bearings. Bearings shall be corrosion resistant and self-lubricating.

G. Valve Packings: Packing shall be self-adjusting Chevron type or of the O-ring type.

H. Interior and Exterior Valve Coatings: The valve shall be coated similarly as described in Section 2.07 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.

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

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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 two percent (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.

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 six 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:

Axial Size (in.)	Axial Compression (inches)	Lateral Elongation (inches)	Angular Deflection (inches)	Deflection (degrees)
2	1 3/4	3/4	3/4	30

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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°F.

2.15 PRESSURE GAUGE ASSEMBLIES

A. Pressure gauges shall have the following design features: glycerin filled, 2-inch dial, aluminum dial with black numerals on white background, Type 316 stainless steel bourdon tube and movement, 300 series stainless steel case and ring, safety glass lens, threaded lens retaining ring, adjustable pointer with over-pressure stop and zero pointer stop, blowout protection, 2-inch Type 316 stainless steel stem mounting and 1.0 percent accuracy based on full scale. Provide Type 316 stainless steel pressure snubbers on all gauges not protected by seals. Pressure gauges shall be as manufactured by U.S. Gauge, Ashcroft, Marshalltown, Marsh, or approved equal.

B. Pressure Gauge Service and Ranges: Pressure gauges shall be furnished for the following services with the indicated ranges. Diaphragm seals shall be furnished for gauges as indicated.

2.16 VALVE BOXES

A. Furnish, assemble, and place a valve box over the operating nut for each buried valve. The valve box shall be designed so as to prevent the transmission of surface loads directly to the valve or piping.

B. Valve boxes shall be of the adjustable slide type of suitable length with an interior diameter of not less than five 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 three feet below final grade.

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2.17 PIPE AND VALVE IDENTIFICATION SYSTEMS

A. Not Included

2.18 GLOBE VALVES AND ANGLE VALVES

A. Globe valves and angle valves shall be suitable for throttling flows of liquid, oil, gas, and air lines. Valves shall have end connections as indicated on the Drawings and shall be suitable for a working pressure of not less than 150 psi.

B. Each valve shall have self-lubricating TFE-impregnated asbestos packing to provide a tight stem steel. Valves shall have a removable bonnet in order to facilitate dismantling and reassembly of the valves.

C. Globe valves shall be Crane Model No. 1, Stockham Valves Figures B-16, or equal. Angle valves shall be Crane Model No. 2, Stockham Valves Figure B-216, or equal.

2.19 PRESSURE REGULATING VALVE

A. Pressure regulating valves shall be of bronze body construction, seat shall be of stainless steel, diaphragm shall be Buna N.

B. Regulator shall have a maximum pressure limit of 100 psi and the pressure reduction range shall be to 5 psi for all the services except for belt washwater. The maximum and minimum pressure variation range for the belt washwater shall be per gravity belt supplier's recommendations. The regulator shall be a direct acting, spring loaded, diaphragm type for hydraulic operation, and shall be capable of delivering a constant pressure. An adjusting screw shall be easily accessible for changing the outlet pressure.

C. Valves shall be installed in strict accordance with the manufacturer's recommendations. The manufacturer shall be Watts, or equal.

2.20 TIE RODS

A. When prior approval is obtained from the Engineer, ductile iron pipe, fittings, and valves may be restrained using tie bolt joint restraint. Joint restraint materials for this method of restraint shall be the Super-Star SST Series Joint Restraint Joint System as manufactured by Star National Products, a Division of Star Industries, Inc., Columbus, Ohio, or an equal approved by the Engineer.

B. All bolts, nuts, washers, tie rods, and other fasteners for the joint restraint system shall be manufactured of CORTEN high strength, low alloy, corrosion resistant steel in conformance with ASTM A242. Tie bolts shall be manufactured of heat treated CORTEN steel. Tie rods and all fasteners for the system shall be galvanized in conformance with the requirements of ASTM A123. Tie rods shall have a minimum diameter of 3/4-inch. The number of tie rods required per joint shall be as recommended by the manufacturer.

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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 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 2 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

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painted in accordance with manufacturer's recommendations. All surfaces to be coated shall be clean, dry, and free of rust, oil and grease.

G. Acceptable Manufacturers: Reduced pressure principle backflow preventers shall Model 825 as manufactured by Febco, or an equal approved by the Engineer.

2.22 TAPPING SLEEVES AND VALVES

A. Tapping sleeves shall be designed for a water working pressure of 150 psi and shall be mechanical joint end type. Tap shall be done under pressure and without interruptions of service. Taps shall be tested at factory to 175 psi.

B. Tapping valves shall be as specified herein under Gate Valves.

C. The manufacturer shall furnish the services of a supervisor who will direct all operations for the installation of material, attachment of tapping machine, and operation of the machine in making the connection. The Contractors shall bear all such rental and supervision costs, and all other related costs.

D. Tapping sleeves and valves shall be the product of one of the following manufacturers, or equal: Mueller, Clow, M&H.

2.23 FLANGED ADAPTERS (WHEN APPLICABLE)

A. For joining plain end or grooved end pipe to flanged pipes and fittings.

B. Adapters shall conform in size and bolt hole placement to ANSI standards for steel and/or cast iron flanges 125 or 150 pound standard unless otherwise required for connections.

C. Exposed Sleeve Type:

1. Constructed from steel.

2. Coating: In accordance with manufacturer's recommendations.

3. Bolts: Carbon steel.

4. Acceptable Manufacturers: Dresser Manufacturing Company - Style 128 for cast iron ductile iron and steel pipes with diameters of two (2) inches through 96 inches 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. Threads, nozzle caps, operating nuts

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and color shall conform to Owner 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-inch and smaller must be capable of working on Cast/Grey Iron or Ductile Iron Class A, B, C and D, IPS PVC, C900 and C909 PVC, Steel, AC pipe diameters without changing either top or bottom portion of split valve body. The 250 psig maximum working rating markings must be cast into the body of the valve. After the installation of the Insert valve body on to the existing pipe a pressure test of 1.1 times that of the contents shall sustained for 15 minutes. Once the pressure test is affectively achieved the Insert valve body must not be moved in accordance with AWWA Standards. If the Insert valve is moved the pressure test must be completed again. The Insert valve must not be moved or repositioned once the pressure test is achieved.

C. Resilient Wedge Gate Assembly: The construction of the Resilient Wedge shall comply with AWWA C509 requirements. The ductile iron wedge shall be fully encapsulated with EPDM rubber by a high pressure and high temperature compression or injection mold process. This will assure the ductile gate is fully coated with molded rubber – no exposed iron. The resilient wedge shall seat on the valve body and not the pipe to obtain the optimum seating and flow control results. The resilient wedge shall be totally independent of the carrier pipe. The resilient wedge shall not come into contact with the carrier pipe or depend on the carrier pipe to create a seal. Abrasion results thus shorting the life and quality of the shut down if the wedge contacts the pipe. Pressure equalization on the down or upstream side of the closed wedge shall not be necessary to open the valve. The wedge shall be symmetrical and seal equally well with flow in either direction. The Resilient wedge must ride inside the body channels to maintain wedge alignment throughout its travel to achieve maximum fluid control regardless of high or low flow pressure or velocity. An oversized flow way shall be unobstructed to provide optimum flow. The valve shall be fully epoxy coated on the interior and the exterior a minimum of 10 mils epoxy in compliance with AWWA C550 and certified to ANSI/NSF-61. The fusion-bonded coating shall be applied prior to assembly so that even the bolt holes and body-to-bonnet flange surfaces are fully epoxy coated.

D. The valve shall have triple O-Ring stem seals, two O-Rings above, and one below the thrust collar. The lower two O-Rings provide a permanently sealed lubrication chamber that will make the valve easier to operate over a longer period of time. The upper O-Ring ensures that sand, dirt or grit cannot enter the valve to cause damage to the lower O-Rings. This is especially important for

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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 their expense. Bolting materials shall develop the physical strength requirements of ASTM A307 with dimensions conforming to ANSI B18.2.1.

F. Split Restraint Devices: Shall consist of multiple gripping wedges incorporated into a follower gland meeting the applicable requirements of ANSI/AWWA C110/A21.10. The devices shall have a working pressure rating of 350 psi for 4-12 inch. Ratings are for water pressure and must include a minimum safety factor of 2 to 1 in all sizes. Chemical and modularity tests shall be performed as recommended by the Ductile iron Society, on a per ladle basis. Three test bars shall be incrementally poured per production shift as per U.L. specifications and ASTM A536. Testing for tensile, yield and elongation shall be done in accordance with ASTM E8.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.

PART 3 - EXECUTION

3.1 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 pipe shall have the defect cut off at least 12 inches from the break in the sound section of the barrel.

3.2 GENERAL INSTALLATION REQUIREMENTS

A. Excavation, backfill, and compaction shall conform to the provisions the applicable Specification.

1. Pipe Cradle: Upon satisfactory installation of the pipe bedding material as specified, a continuous trough for the pipe barrel and recesses for the pipe bells or couplings shall be excavated by hand digging. When the pipe is laid in the prepared trench, true to line and grade, the pipe barrel shall receive continuous, uniform support and no pressure will be exerted on the pipe joints from the trench bottom.

B. Cover for underground piping shall not be less than that indicated on the Drawings. The minimum cover for pipe shall be 36 inches. In areas where other piping conflicts preclude the maximum cover desired, the piping shall be laid to provide the maximum cover obtainable.

C. Pipe, fittings, valves, and accessories shall be installed as shown or indicated on the Drawings.

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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 eighty percent (80%) 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 ensure a good alignment both horizontally and vertically and to give the pipe a firm bearing along its entire length. Any pipe which has its grade or joint disturbed after laying shall be taken up and re-laid.

H. All pipe and fittings shall be cleared of sand, dirt, and debris before laying. All precautions shall be taken to prevent sand, dirt or other foreign material from entering the pipe during installation. If necessary, a heavy, tightly woven canvas bag of suitable size shall be placed over each end of the pipe before lowering into the trench and left there until the connection is made to the adjacent pipe. Any sand, dirt, or other foreign material that enters the pipe shall be removed from the pipe immediately. Interior of all pipe and fittings shall be kept clean after installation until acceptable in the complete work.

I. Any time that pipe installation is not in progress, the open ends of pipe shall be closed by a watertight plug or other method approved by the Engineer. Plugs shall remain in pipe ends until all water is removed from the trench. No pipe shall be installed when trench conditions are unsuitable for such work, including standing water, excess mud, or rain.

J. After pipe has been laid, inspected, and found satisfactory, sufficient backfill shall be placed along the pipe barrel to hold the pipe securely in place while conducting the preliminary hydrostatic test. No backfill shall be placed over the joints until the preliminary test is satisfactorily completed, leaving them exposed to view for the detection of visible leaks.

K. Upon satisfactory completion of the hydrostatic test, backfilling of the trench shall be completed.

L. Aboveground and Exposed Piping: Piping shall be cut accurately to measurements established at the job site and shall be worked into place without springing or forcing, properly clearing all equipment access areas and openings. Changes in sizes shall be made with appropriate reducing fittings. Pipe connections shall be made in accordance with the details shown and manufacturer's recommendations. Open ends of pipe lines shall be properly capped or plugged during installation to keep dirt and other foreign material out of the system. Pipe supports and hangers shall be provided where indicated or as required to ensure adequate support of the piping.

3.3 INSTALLATION OF DUCTILE IRON PIPE

A. Handling and Cutting Pipe:

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1. Care shall be taken in handling, cutting, and laying ductile iron pipe and fittings to avoid damaging the pipe and interior coal tar epoxy or cement mortar lining, scratching or marring machined surfaces, and abrasion of the pipe coating. All cracked pipe and fittings shall be removed at once from the work at no additional cost to the Owner.

2. Pipe cutting shall be done in a neat workmanlike manner without creating damage to the pipe and interior coal tar epoxy or cement mortar lining. Ductile iron pipe may be cut using an abrasive pipe saw, rotary wheel cutter, guillotine pipe saw, milling wheel saw or oxyacetylene torch. Cut ends and rough edges of ductile iron pipe shall be ground smooth. For push-on joint connections, the cut end shall be beveled to prevent gasket damage during joint assembly. Interior lining shall be repaired at cut ends per the manufacturer's instructions prior to joint assembly.

B. Laying Pipe and Fittings:

1. Bedding for Ductile Iron Pipe: Minimum bedding requirements shall be Type 2 as defined in ANSI/AWWA C600, latest revision. Provide proper bedding required, in accordance with thickness class of pipe being laid and depth of cover. Proper pipe laying conditions shall be in accordance with ANSI/AWWA C150 and C151, latest revision, and ANSI/AWWA C600, latest revision.

2. All ductile iron pipe and fittings shall be laid in accordance with American Water Works Association Standard ANSI/AWWA C600, latest revision, entitled "Standard for Installation of Ductile Iron Water Mains and Their Appurtenances", with the following sections specifically applying:
   a. Section 3.3 - Pipe Installation
   b. Section 3.4 - Joint Assembly

C. Ductile Iron Pipe Joints:

1. Type: The joints of all pipelines shall be made absolutely tight. The particular joint used shall be approved by the Engineer prior to installation. Where shown on the Drawings or where, in the opinion of the Engineer, settlement or vibration is likely to occur, all pipe joints shall be bolted mechanical type or restrained type as specified above, or as indicated on the Drawings.

2. Push-on Joints: Push-on joints shall be made in strict accordance with the the manufacturer's recommendations. Lubricant, if required, shall be an inert, non-toxic, water soluble compound incapable of harboring, supporting, or culturing bacterial life. Manufacturer's installation recommendations shall be submitted to the Engineer for review and approval before commencing work. The bell of the pipe shall be cleaned of excess tar or other obstructions and wiped out before the cleaned and prepared spigot of the next pipe is inserted. The new pipe shall be shoved firmly into place until properly seated and held securely until the joint has been completed.

3. Mechanical Joint: All types of mechanical joint pipes shall be laid and jointed in full conformance with manufacturer's recommendations, which shall be submitted to the Engineer for review and approval before work is begun. Only skilled workmen shall be permitted to makeup mechanical joints. Torque wrenches, set as specified ion AWWA Standard C111, shall be used; or spanner type wrenches not longer than specified therein may be used without the permission of the Engineer.

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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 and specified. 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.

3.4 INSTALLATION OF PVC PIPE

A. Storage and Handling:

1. PVC pipe shall be delivered to the site in unbroken bundles packaged in such manner as to provide protection against damage. When possible, pipe should be stored at the job site in the unit packages until ready for use. Packaged units shall be handled using a forklift or a spreader bar with fabric straps. Packaged units shall not be stacked at the job site higher than two units high.

2. When it is necessary to store PVC pipe for long periods of time, exposure to direct sunlight shall be prevented by covering the pipe with an opaque material. Adequate air circulation above and around the pipe shall be provided as required to prevent excessive heat accumulation. PVC pipe shall not be stored close to heat sources of hot objects such as heaters, fires, boiler, or engine exhaust. Pipe gaskets shall be protected from excessive exposure to heat, direct sunlight, ozone, oil and grease. The interior and all sealing surfaces of pipe, fittings, and other appurtenances shall be kept clean and free of dirt and foreign matter.

3. Care shall be taken in handling and laying pipe and fittings to avoid severe impact blows, crushing, abrasion damage, gouging, or cutting. Pipe shall be lowered, not dropped, from trucks or into trenches. All cracked, damaged, or defective pipe and fittings, or any length of PVC pipe having a gouge, scratch or other permanent indentation of more than ten percent (10%) 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:

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1. Pipe Bedding: Bedding for PVC pipe shall be as specified using granular pipe bedding material.

2. All PVC pipe shall be laid in accordance with the pipe manufacturer's published installation guide, the AWWA Manual of Practice No. M23 "PVC Pipe-Design and Installation" and the Uni-Bell Plastic Pipe Association installation recommendations.

D. PVC Pipe Joint Assembly for Rubber Gasketed Bell and Spigot Pipe:

1. The PVC bell and spigot joint shall be assembled in accordance with the pipe manufacturer's installation instructions. Clean the interior of the bell, the gasket, and the spigot of the pipe to be jointed with a rag to remove any dirt or foreign material before assembling. Inspect the gasket, pipe spigot bevel, gasket groove and sealing surfaces for damage or deformation.

2. Lubricate the spigot end of the pipe with a lubricant supplied or specified by the pipe manufacturer for use with gasketed PVC pipe in potable water systems. The lubricant should be supplied as specified by the pipe manufacturer. After then spigot end is lubricated, it must be kept clean and free of dirt and sand. If dirt and sand adhere to the lubricated end, the spigot must be wiped clean and relubricated.

3. Insert the spigot into the bell so that it contacts the gasket uniformly. Align the pipe sections and push the spigot end into the bell until the manufacturer's reference mark on the spigot is flush with the end of the bell. The pipe should be pushed into the bell using a bar and wood block. The joint shall not be assembled by "stabbing" or swinging the pipe into the bell, nor shall construction machinery be used to push the pipe into the bell.

4. If undue resistance to insertion of the spigot end is encountered or if the reference mark does not reach the flush position, disassemble the joint and check the position of the gasket. If the gasket is twisted or pushed out of its seat, inspect the components, repair or replace damaged items, clean the components and repeat the assembly steps. Be sure the pipe is in proper alignment during assembly. If the gasket was not out of position, check the distance between the spigot end and the reference mark and relocate the mark if it is out of position.

E. PVC Pipe Joint Assembly for Threaded and Solvent Welded Pipe

1. All threaded and solvent welded joints shall be made watertight. All pipe cutting, threading and jointing procedures for threaded and solvent welded PVC pipe joints shall be in strict accordance with the pipe and fitting manufacturer's printed installation instructions. Thread lubricant for threaded joints shall be Teflon tape only.

2. At threaded joints between PVC and metal pipes, the metal side shall contain the socket end and the PVC side the spigot. A metal spigot shall not, under any circumstances, be screwed into a PVC socket.

F. PVC forcemains underground shall be strapped every 10 feet or spiral wrapped with an insulated green No. 14 gauge copper ground wire for future location. The wire shall be stubbed out at each valve box or manhole.

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3.5 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.

3.6 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 six inches from a pipe joint to protect the pipe from cracking due to uneven settlement of its foundation or the effects of superimposed live loads. Pipe shall be wrapped in visqueen.

C. Pipe encasement shall provide a minimum coverage of 6 inches all around the pipe including pipe bells.

3.7 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.

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3.8 INSTALLATION OF VALVES

A. Valves of the size and type shown on the Drawings shall be set plumb and installed at the locations indicated on the Drawings. Valves shall be installed in accordance with manufacturer's installation instructions and with the Details shown on the Drawings.

B. Valves shall be installed such that they are supported properly in their respective positions, free from distortion and strain. Valves shall be installed such that their weight is not borne by pumps and equipment that are not designed to support the weight of the valve.

C. Valves shall be carefully inspected during installation; they shall be opened wide and then tightly closed and the various nuts and bolts shall be tested for tightness. Special care shall be taken to prevent any foreign matter from becoming lodged in the valve seat. Check and adjust all valves for smooth operation.

D. Install valves with the operating stem in either horizontal or vertical position.

E. Allow sufficient clearance around the valve operator for proper operation.

F. Clean iron flanges by wire brushing before installing flanged valves. Clean carbon steel flange bolts and nuts by wire brushing, lubricate threads with oil or graphite, and tighten nuts uniformly and progressively. Clean threaded joints by wire brushing or swabbing. Apply Teflon joint compound or Teflon tape to pipe threads before installing threaded valves. Joints shall be watertight.

G. For buried valves, a valve box shall be centered accurately over the operating nut and the entire assembly shall be plumb. The tops of valve boxes shall be adjusted to the proper elevation as specified below and as shown on the Drawings.

1. In paved areas, tops of valve box covers shall be set flush with pavement. Following paving operations, a 16-inch square shall be neatly cut in the pavement around the box and the paving removed. The top of the box shall then be adjusted to the proper elevation and a 30-inch square by 6-inch thick concrete pad poured around the box cover. Concrete pads in traffic areas shall be reinforced with No. 4 reinforcement bars as shown on the Drawings. Concrete for the pad shall be 3000 psi compressive strength.

2. In unpaved areas, tops of valve box covers shall be set 2 inches above finished grade. After the top of the box is set to the proper elevation, a 16-inch square by 6 inch thick concrete pad shall be poured around the box cover. Concrete for the pad shall be 3000 psi compressive strength.

H. Valves shall be tested hydrostatically, concurrently with the pipeline in which they are installed. Protect or isolate any parts of valves, operators, or control and instrumentation system whose pressure rating is less than the pressure test(s). If valve joints leak during pressure testing, loosen or remove the nuts and bolts, 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.

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Prior to backfilling, all nuts, bolts and other parts of the valve joints shall be coated with two coats, 10 mils DFT per coat, of coal tar epoxy equal to Kop-Coat Bitumastic No. 300-M.

3.9 SEPARATION OF NON-POTABLE WATER MAINS AND POTABLE WATER MAINS

A. Reclaimed water mains shall be installed with at least a 3 foot horizontal separation from any potable water main. Force mains and gravity sewers shall have a 6 foot separation from potable mains. At crossings the installation shall provide of a minimum vertical separation distance of 12 inches between the outside of the crossing non-potable and potable water mains. This separation shall be provided where the potable water main is either below or above the non-potable water main. When the 12 inch minimum vertical separation distance cannot be maintained, the potable water main shall be encased in concrete. Concrete encasement shall be as specified above. The potable water main shall be encased for 10 feet each way of the crossing.

3.10 MAIN CLEANING AND FLUSHING

A. Following the hydrostatic and leakage tests, all the mains constructed under this Contract shall be cleaned and flushed to remove sand, loose dirt and other debris. Flushing velocity shall be a minimum of 2.5 fps. Flushing shall continue until clean water flows from the main. However, the Contractor shall endeavor to use the minimum amount of flushing water required to complete the work. To increase the efficiency of the cleaning and flushing operation, the Contractor shall use a pipeline pigging device of the proper size and designed to clean the intended pipeline. The pigging device shall be capable of turning through a standard 90 degree MJ bend. The type of pipeline pigging device and the method of operation shall be approved by the Engineer.

B. Upon completion of testing for the gravity drain line system, drain lines shall be flushed to remove dirt, sand, stones and other debris which may have entered the lines during construction and settled out in the lines and manholes. Materials and debris flushed from the drain lines shall be removed from a downstream manhole or basin and disposed of at an approved disposal area.

C. Water for flushing shall be clean water provided by the Contractor from a source approved by the Engineer and the Owner prior to beginning connections for flushing operations. Flushing shall only be completed upon approval by the Owner.

D. Temporary blow offs may be required for the purpose of flushing mains. Temporary blow offs shall be installed as close as possible to the ends of the main being flushed. Blow offs installed on the main shall be the same diameter as the main. Temporary blow offs shall be removed and plugged after the main is flushed. All costs for installing and removing temporary blow offs shall be at no additional cost to the Owner.

E. The Owner shall be notified at least three (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.

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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 (2) coats, 10 mils DFT per coat, of coal tar epoxy equal to Kop-Coat Bitumastic No. 300-M.

3.12 INSTALLATION OF REDUCED PRESSURE BACKFLOW PREVENTERS

A. Backflow preventers shall be installed at the locations shown on the Drawings. Backflow preventers shall be installed in accordance with the manufacturer's written installation instructions and as shown on the Drawings.

B. Reduced pressure principle backflow preventers shall be installed horizontally with an 18-inch minimum clearance between the finished grade and the lowest point on the bottom of the unit. Reduced pressure backflow preventers shall be installed with provisions for a suitable drain arrangement to drain off discharges from the relief valve, so that discharges are not objectionable. Backflow preventers shall be installed such that they are easily accessible for testing, maintenance and repair.

C. Piping and fittings for units three 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 330100

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SECTION 33 01 30.10 - STATIONARY BY-PASS PUMP FOR LIFT STATIONS - 6 INCH

PART I - GENERAL

1.01 GENERAL INSTRUCTIONS

A. Design specification for stationary, sound attenuated, diesel-driven, compressor-assisted, horizontal bypass pump for automatic, emergency bypass pumping at wastewater pump stations.

B. All potential bidders must review each line item within this specification. Some line items will require the supplier to confirm “Compliant” or take “Exception” to the line item. This section must be completed and submitted with the final proposal. All line-item exceptions shall require a detailed explanation clearly illustrating equivalence to the specified product design characteristics. All proposals failing to submit this completed section will be considered incomplete and deemed non-responsive.

C. All variances, exceptions, and/or deviations shall be fully described referencing the appropriate section. The Owner reserves the right to accept or reject any proposals, waive any technicalities or irregularities, and make final decisions on product selection in the best interest of the Owner.

1.02 SCOPE OF WORK

A. Provide a 6-inch, sound attenuated, compressor-assisted horizontal sewage pump driven by a water-cooled diesel engine. The pump shall be fully automatic, self-priming from dry conditions and capable of handling large volumes of air, water, and solids.

B. The unit shall be a Thompson Pump & Manufacturing Company model **6JSCEE-DIS-4LE2T-DC** manufactured in Port Orange, FL or pre-approved equal.

1.03 QUALITY ASSURANCE

A. The complete pump package shall be manufactured in a plant that is registered to ISO 9001:2015 and a copy of the Certificate shall be provided as a submittal. Failure to provide the Certificate shall result in rejection of the proposed pump.

B. The pump shall be manufactured in conformance with CPB/AEM Standards.

C. The manufacturer of the diesel pump shall coordinate with a local, factory-authorized service facility within 50 miles of the Owner. This facility must stock spare parts for the pump model specified, employ a field service technician(s) available for 24/7 service calls, and have a rental fleet comprised of similar pump models.

1.04 FACTORY TESTING

A. The complete pump set shall be factory tested according to ANSI/HI 1.61994 by a certified quality technician. The pump shall be sound tested according to ISO 3744, ANSI/HI9.4 and CPB Sound Level Measurement Standard.

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B. Provide a copy of the factory test report prior to start up.

1.05 SUBMITTALS

A. Provide shop drawings of equipment proposed to be installed.

B. Provide a copy of the ISO 9001:2015 certificate of the pump manufacturing plant.

C. Provide a performance pump curve with the performance duty point plotted for the application, and the full range of the pump capabilities from the pump manufacturer.

1.06 OPERATION AND MAINTENANCE MANUALS

A. The manual shall include, but not be limited to, installation, operation, maintenance instructions, and spare parts lists giving manufacturer's stock or part number for each replaceable item.

B. (1) hard copy for the diesel engine, and one copy for pump and engine on CD or flash drive.

C. One of the provided copies is to be placed inside a rainproof document box, furnished with the unit.

D. Provide one standard maintenance manual from engine manufacturer with the unit.

1.07 WARRANTY

A. The manufacturer of the pumping unit shall warrant for a period of (2) two years from the date of shipment that the entire unit and all equipment therein shall be free from defects in design, material, and workmanship. Warranty registration instructions must be included with Section 1.06, Operation and Maintenance Manuals.

B. The manufacturer of the diesel engine shall warrant for a period of (2) two years from the date of shipment that the entire unit and all equipment therein shall be free from defects in design, material, and workmanship. Warranty registration instructions must be included with Section 1.06, Operation and Maintenance Manuals.

C. Venturi-ejector device, specified in section 2.3.I of the specification, shall include a full warranty for the life of the pumping system.

Attachment: Exhibit A - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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PART II - PRODUCT

2.01 DIESEL ENGINE

A. The diesel engine shall be a (4) six cylinder, in-line, four cycle, water-cooled, diesel engine, Isuzu 4LE2T Final Tier 4, capable of producing 24 continuous duty horsepower at 2,200 rpm or pre-approved equal.

B. The diesel engine shall utilize DOC- Diesel Oxidation Catalyst to meet EPA mandated Final Tier 4 emission standards. Diesel engines that require SCR- Select Catalytic Reduction- Diesel Particulate Filters to meet EPA mandated Final Tier 4 emission standards will NOT be accepted. Failure to provide an emission compliant diesel engine shall result in rejection of the proposed pump.

C. The engine shall drive the pump via an elastomeric torsion drive coupling.

D. The engine shall have an industrial type of battery with 175-amp hour rating and minimum 990 cold-cranking amps, with 175-amp reserve, mounted in a lockable frame.

E. A 12-volt starter and alternator charging system shall be provided.

F. Engine shall have an industrial-style muffler with rain cap.

G. Engine shall have an electronic type of governor.

H. Engine shall have variable speed throttle control, via manual or auto float operation.

I. Engine shall have safety shutdown switches for low oil pressure and high temperature.

J. An instrument panel shall be provided in an enclosure and mounted on rubber isolators.

K. Control panel shall contain the following instrumentation and controls: key switch, tachometer, hour meter, oil pressure gauge, water temperature gauge, voltmeter, charge indicator lamp. Additional requirements for Pump Control Panel in Section 2.06.

2.02 CENTRIFUGAL PUMP

A. The centrifugal pump shall be a horizontal end suction solids handling centrifugal pump model.

B. The pump casing shall be constructed of ASTM A536 grade 65-45-12 ductile iron, tangential discharge, clockwise rotation (viewed from drive end), back pullout design with cleanout.

C. The impeller shall be enclosed, 9.5” in diameter and constructed of 65-45-12 ductile iron.

D. The suction wear ring shall be of peripheral type requiring no adjustment and constructed of 65-45-12 ductile iron.

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E. The mechanical seal shall be a grease lubricated John Crane tungsten carbide vs. silicon carbide mechanical type with self-adjusting Viton elastomers and type 304 stainless steel spring and hardware.

F. The seal chamber shall have a dished backplate to remove solids and abrasive material away from the seal area and purge air and gas pockets.

G. The shaft shall be constructed of stress proof steel, machined, and polished to transmit full drive output.

H. The shaft sleeve shall be AISI 416 stainless steel. Sleeve designed to be renewable with O-ring and positively locked to prevent rotation on the shaft.

I. The bearing frame shall be constructed of class 30 cast iron.

J. Bearings shall be of sufficient size to withstand the radial and axial thrust loads incurred during service. Bearings shall have a minimum L-10 bearing life of 100,000 hours. Bearings shall be grease lubricated.

K. Centrifugal pump shall be capable of the following performance duty point: 380 USGPM @ 45 feet of TDH. 55% efficiency rating and capable of a 25 ft. dynamic suction lift at the performance duty point required.

L. The centrifugal pump shall be capable of generating a closed discharge valve (shutoff) head of no less than 118 ft. @ 2,200 rpm.

M. The centrifugal pump shall be capable of handling up to a 3.0” diameter non-compressible spherical solid.

N. The pump inlet shall be equipped with a 6” 150-lb ANSI flange connection.

O. The pump outlet shall be equipped with a 6” 150-lb. ANSI flange connection.

P. Lift station performance requirements are as follows:

PERFORMANCE REQUIREMENTS	
IMPELLER DIAMETER (INCHES)	9.5
SUCTION PIPING SIZE (INCHES-ID)	6
DISCHARGE PIPING SIZE (INCHES-ID)	6
OPERATING SPEED (MAXIMUM) (RPM)	2,200 rpm
MINIMUM SOLIDS HANDLING (Inches)	3
MAXIMUM FLOW CAPABILITY (GPM)	1,060 gpm
MAXIMUM HEAD CAPABILITY (TDH)	86’ TDH
PRIMARY PERFORMANCE DUTY POINT (GPM at TDH)	380 GPM @ 45’ TDH
MAXIMUM STATIC SUCTION LIFT AT PRIMARY DUTY POINT (FT)	25
MIMIMUM EFFICIENCY AT PRIMARY DUTY POINT (%)	55%

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2.03 AUTOMATIC PRIMING SYSTEM

A. The priming system shall be fully automatic eliminating the need to pre-fill the pump casing with water to achieve initial prime or re-prime.

B. The priming system shall work in combination with the centrifugal pump to remove large volumes of air.

C. An air separation chamber shall be provided to prevent any carryover of the pumping fluid through the priming system's venturi/ejector device and into the surrounding environment. Pumping units requiring a conduit to recirculate wastewater back to the wet well, or that discharge wastewater onto the ground, will not be accepted.

D. The air separation chamber shall contain a single float and ball valve assembly mounted on a steel plate that can be easily removed as a unit without tools.

E. The air separation chamber shall not include any mesh-type screens that can clog with debris or spherical rubber priming components that can cause the priming system to fail. Priming systems that incorporate these components will not be accepted.

F. The compressor shall be an industrial version pressure-lubricated type. The compressor shall contain a pressure relief valve for overpressure protection. Splash-lubricated compressors shall not be accepted.

G. The priming system shall contain an in-line serviceable discharge 100% unrestricted flow area with low head loss flapper valve design non-return valve which can be readily cleaned and repaired without having to disconnect the discharge piping. Ball type discharge check valves will not be accepted.

H. The venturi/ejector device shall be constructed of bronze and be of modular design allowing for replacement of individual components. The Venturi shall be remote mounted on the frame for ease of removal and inspection.

I. The priming system shall incorporate a manual valve to permit the pump to operate under positive suction head conditions.

J. The priming system shall be capable of automatically priming the pump with a 28-foot static suction lift with no water in the pump or suction piping.

2.04 MOUNTING FRAME

A. The complete power unit shall be mounted on a combination frame/non-UL double wall fuel tank constructed of tubular steel, approximate length 90 inches, approximate width 48 inches, with a minimum fuel capacity of 75 US gallons.

B. The frame shall incorporate an integral lifting bail capable of lifting the entire unit.

C. The frame/fuel tank shall incorporate a top-mounted, inner wall, diesel fuel leak sensor.

D. Fuel tank shall have a removable basket strainer mounted in the fill port and a lockable cap.

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E. Base frame/fuel tank shall have (4-6) welded steel mounting tabs with 7/8” holes to properly mount the entire pump set to a concrete pad. (4-6) rubber vibration isolator pads shall be provided with the pump set and installed between the base frame/fuel tank and the concrete pad.

2.05 SOUND ATTENUATION ENCLOSURE

A. The entire unit including the pump and engine shall be completely enclosed in a lockable enclosure. Units not meeting this requirement are not acceptable.

B. The enclosure shall reduce operating noise at or below 74 dBA measured at 7 meters @ full speed (exceeding the EPA Standard 40CFR204). Units not meeting this requirement are not acceptable.

i. Compliant to 2.05.B: ____

C. The enclosure shall be constructed with a modular frame and reinforced galvanneal panels. Fiberglass or plastic enclosures are not acceptable.

D. The individual panels shall be constructed of a sandwich construction solid galvanneal outer shell, with 1.5" thick 8-lb density mineral wool fill encapsulated with an aluminum foil moisture barrier, and 0.050 gauge perforated aluminum inner liner, type 3003-H14 with a mill finish. Air vents and openings are lined with open-cell foam with perforated aluminum liner.

E. The enclosure shall contain a minimum of 5 lockable-hinged doors; three sides, and two rear doors to allow unrestricted access to all compartments for servicing without having to disassemble and remove panels. The enclosure shall contain a modular lift off panel on top. Enclosures that must be disassembled in order to facilitate routine maintenance are not acceptable.

F. The enclosure shall contain two rear doors that can be opened and permit complete access to the pump and priming system for routine maintenance without having to disconnect the suction or discharge piping.

G. Enclosure shall utilize 1” thick open-cell foam, or 1/8” thick neoprene rubber, surrounding all piping penetrations.

H. The enclosure shall be fully detachable as a single unit to facilitate major repairs such as replacing the engine or pump.

2.06 PUMP CONTROL PANEL

A. An automatic engine controller shall be provided to start and stop the diesel engine in response to varying liquid levels via float switches.

B. The automatic start-stop engine controller shall be part of the main instrument panel. Multiple control panels shall not be considered.

C. The automatic engine controller shall be housed inside a UL Certified, NEMA 4X enclosure.

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D. The automatic engine controller display shall be fully visible, day or night, without the need to open the housing listed above.

E. The automatic engine controller shall contain the RS485 and J1939 communication ports.

F. The automatic engine controller shall be mounted on rubber shock mounts.

G. The system shall contain a safety back-up feature allowing the unit to be operated manually and retain safety shutdown protection in the event of automatic engine controller failure.

H. The automatic engine controller shall be fully field programmable and contain pass code protection.

I. The automatic engine controller shall contain automatic and manual start modes.

J. Records up to 32 events related to warning lights

K. The automatic engine controller shall have programmable relays and five (5) dry contacts.

L. Sixty (60) selectable features

M. The automatic start-stop system shall contain two mechanically activated hermetically sealed liquid level control floats; one to turn the pump on and one to turn the pump off. The mechanical floats will be the secondary auto start/stop method. Single float designs that are prone to frequent cycling leading to excessive component wear shall not be considered.

N. The floats shall be clearly marked, top or bottom, for easy installation into wet well. Floats shall be provided with 65-feet of cable, and the elevations for start and stop will be pre-determined by the engineer and City.

O. The two floats shall be connected with a single pin terminal for easy connection to SS SCADA interface box mounted to the outside of the pump enclosure.

P. The pump shall include a lockable stainless-steel enclosure mounted to the outside of the sound enclosure incorporating labeled SCADA interface dry contact connections. Each dry contact will monitor pre-set alarm conditions within the pump set and will be hard-wired by the installation contractor. The SCADA interface will consist of (5) coil-based relays, SPDT, 12VDC/24VDC input. Output terminal strip for each signal required, 12VDC/24VDC. SCADA Interface shall monitor the following N/O alarms:

i. Pump Start
ii. Low Battery Voltage
iii. Primary Fuel Tank Leak
iv. Low Fuel Level
v. High Level Float

2.07 BATTERY CHARGER

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A. The pump set shall be equipped with a 10 amp, 120vac/12vdc, 60Hz battery charger. The charger shall be fully automatic and meet ISO 8846 Marine and Ignition protection standards. The charger shall be able to fully charge the battery in less than 12 hours.

B. Existing AC power shall be wired directly to a single 15-amp outlet, mounted inside the pump enclosure. This AC power outlet shall be used for the battery charger.

2.08 INSIDE WORK LIGHTS

A. The pump set shall be equipped with (2) switch operated 12VDC LED lights, mounted inside the sound attenuated enclosure.

2.11 PAINTING

A. A minimum 2-5 mil thick layer of Industrial Polyamide Epoxy primer shall be factory applied to the entire pump set prior to the finish coat.

B. A minimum 2-5 mil thick layer of Industrial Aliphatic Acrylic Polyurethane shall be factory applied over the primer coat.

C. Final color shall be Blue.

PART III – EXECUTION

3.01 MANUFACTURERS SERVICES:

A. The manufacturer shall furnish the services of a competent factory representative to do the following:

1. Inspect the system prior to delivery, supervise the startup and testing of the system, and certify the system has been properly furnished and is ready for operation.

2. Instruct the Owner's operating personnel in the proper operation and maintenance of the system for a period of not less than one-half day.

3.02 TOOLS AND SPARE PARTS:

A. The manufacturer shall furnish the following on delivery of the pumping system.

1. One (1) complete set of replacement link belts.

2. Three (3) Operations and Maintenance manuals for the pump and engine.

3.03 WARRANTY

A. The manufacturer shall furnish the following to the Owner:

1. A copy of the engine manufacturer's parts and labor warranty.

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2. A one-year Parts and Labor Warranty issued by the manufacturer on the pump assembly. The warranty must cover all pump parts, including the mechanical seal.

END OF SECTION

Attachment: Exhibit A - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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SECTION 330505.31 – HYDROSTATIC TESTING

PART 1 - GENERAL

1.1 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 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 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. Pressure 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 (2) hours and the test pressure shall be 100 psig as measured at the end point in the line. The maximum allowable leakage shall not exceed the limits specified in AWWA C-600.

3.2 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 330505.31

Attachment: Exhibit A - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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SECTION 330519 – DUCTILE IRON UTILITY PIPE

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

A. This Section includes furnishing and installing buried pressure piping systems.

1.2 QUALITY ASSURANCE

A. Pipe fittings and components shall be manufactured in the USA in accordance with the listed standards and requirements of this Specification.

1.3 SUBMITTALS

A. Provide manufacturer's Certificate of Compliance with specified requirements.

1.4 HANDLING AND STORAGE

A. All pipe, fittings, and accessories shall be loaded and unloaded by lifting with hoists or skidding in order to avoid shock or damage. Under no circumstances shall such material be dropped. Pipe handled on skidways shall not be rolled or skidded against pipe on the ground. Slings, hooks, or pipe tongs shall be padded and used in such a manner as to prevent damage to the exterior surface or internal lining of the pipes.

B. Materials, if stored, shall be kept safe from damage. Pipe to be used for potable water service shall be stored so as to prevent contamination by animals and their wastes. The interior of all pipe and fittings shall be kept free from dirt or foreign matter at all times.

C. Pipe shall not be stacked higher than the limits shown in the tables in AWWA C600. The bottom tiers shall be kept off the ground on timbers, rails, or concrete. Pipe in tiers shall be alternated: bell, plain end, bell, plain end.

D. At least two (2) rows of 4-inch x 4-inch timbers shall be placed between tiers and chocks affixed to each end in order to prevent movement.

E. Gaskets for joints shall be placed in a cool location out of direct sunlight. Gaskets shall not come in contact with petroleum products. Gaskets shall be used on a first-in, first-out basis. Joint bolts shall be handled and stored in a manner that will ensure proper use with respect to types and sizes.

PART 2 - PRODUCTS

2.1 DUCTILE-IRON PIPE

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A. Pipe for Trench Installation. Pipe for pressure service to be installed in trenches shall be ductile-iron designed in accordance with ANSI/AWWA C150/A21.50. Pipe shall conform to the requirements of ANSI/AWWA C151/A21.51. Pipe shall have push-on joints conforming to the requirements of ANSI/AWWA C111/A21.15. Pipe Pressure Class and Trench Type shall conform with the following:

BURIED DUCTILE-IRON PIPING

Pipe Size	Trench Type	Pressure Class
3-12	2	350
14-20	2	250
24	2	200
30-64	2	As specified by Engineer

1. If mechanical joint pipe is furnished, the minimum acceptable pipe class shall be Class 51.

B. Pipe for Installation on Supports. Pipe for pressure service to be installed on supports shall be flanged ductile-iron piping conforming to the requirements of ANSI/AWWA C115/A21.15 with a minimum thickness of Class 53. Flanges shall be ductile-iron.

1. Only pipe that is of domestic (USA) manufacture will be acceptable.

2.2 FITTINGS

A. Fittings 3-inch through 24-inch diameter may be ductile-iron fittings conforming to the requirements of ANSI/AWWA C153/A21.53 or cast iron fittings conforming to the requirements of ANSI/AWWA C110/A21.10.

B. Fittings 30-inch through 48-inch diameter shall be cast-iron fittings conforming to the requirements of ANSI/AWWA C110/A21.10.

C. Fittings shall be provided with joints suitable for use with the pipe with which they are to be installed.

D. Only those fittings and accessories that are of domestic (USA) manufacture will be acceptable.

2.3 RESTRAINED JOINTS

A. Thrust Restraint. Thrust restraint for buried piping shall be provided by restrained joints for all buried piping.

B. Restrained Joints. Restrained joints shall be of the essentially boltless type which relies on metal lugs, rotating retainer rings, or stainless steel gaskets for joint restraint. All welded retainer rings shall be factory installed. Generally joints shall be of the type which can be removed without damage to the joint if necessary to separate the joint after the initial installation. Stainless steel gasket type insert type shall be limited to locations not normally subjected to possible joint separation. A restrained joint shall be installed on each side of all buried valves. The length of restrained joints shall be as detailed on the Drawings. Ductile-iron retainer glands shall not be accepted.

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C. Restrained joints connecting ductile-iron pipe to ductile-iron fittings shall be Megalug Joint Restraint as manufactured by EBBA Iron, Inc.

D. Concrete Thrust Blocks. Concrete thrust blocks may be required by the Engineer and shall be installed at tees, bends, dead ends and fire hydrants. Concrete thrust blocks should not be used if the soil is saturated or not suitable to resist the piping reactions or when above ground features prevent the installation of restrainers on existing pipe. Engineer shall approve each thrust block installation prior to placement.

2.4 GASKETS

A. Gaskets for use with mechanical or push-on joints shall conform to the requirements of ANSI/AWWA C111/A21.11.

B. Gaskets for use with flanged joints shall be of rubber, ring or full-face, 1/8 inch thick and shall conform to the dimensions shown in the Appendix to ANSI/AWWA C115/A21.15.

2.5 BOLTS AND NUTS

A. Bolts and nuts for use with flanged joints shall be hex-head conforming to the requirements of ANSI B18.2.1 and B18.2.2.

B. Bolts for use with mechanical joints shall be tee-head bolts with hexagonal nuts conforming to the requirements of ANSI/AWWA C111/A21.11.

2.6 COATINGS

A. Coatings. Pipe and fittings which are to be buried or installed in concealed locations shall have a bituminous coating approximately 1 mil thick applied to the outside. The finished coating shall be continuous, smooth, neither brittle when cold nor sticky when exposed to the sun and shall be strongly adherent to the pipe.

B. Pipe and fittings in interior or exposed locations which are to be painted shall be furnished with no exterior coating or with a primer coat which will be compatible with the finish coat to be applied.

C. Marking. All buried reuse piping shall be marked with three identifying purple stripes permanently attached to the outside of the pipe. Each stripe shall be the length of the pipe and a minimum of two (2) inches wide. The stripes shall be located at 10 o'clock, 12 o'clock and 2 o'clock positions at the time of installation.

D. Marking tape shall be an adhesive backed (pressure sensitive) non-detectable underground marking tape suitable for direct placement on the pipe.

E. Tape shall be an approved APWA color code for pipeline identification. Marking tape to be Shieldbond Thor Enterprises, Inc., or approved equal.

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2.7 LININGS

A. Cement Mortar Lining. Pipe and fittings which are to be used for potable water service or effluent reuse service shall have a cement mortar lining conforming to the requirements of ANSI/AWWA C104/A21.4.

B. Pipe and fittings which are to be used to handle sewage or aggressive chemical wastes shall be lined with one of the following:

1. Protecto 401 Epoxy Lining. Pipe and fittings shall be lined with 40 mils nominal dry film thickness of Protecto 401 or approved equal in accordance with the manufacturers recommendations.

The material must also meet the following minimum performance requirements:

a. A direct impact resistance as measured by ASTM D-2794 at 35 mils dry film thickness on ductile-iron panels. The material shall pass 100 inch pounds of impact.
b. A dielectric strength of at least 300 volts per mil when fully cured.
c. An abrasion resistance of 25 liters per mil as measured in ASTM D-968.
d. Following immersion tests without failure of any kind. The lining must be on ductile-iron panels at 35 mils minimum dry film thickness.

Test	Duration
Tap water 160 degrees F.	1000 Hrs.
3% Sulfuric Acid 120 degrees F.	1500 Hrs.
25% Sodium Hydroxide 70 degrees F.	500 Hrs.
Continuous moisture condensation in Hydrogen Sulfide atmosphere	1000 Hrs.

1) The lining shall be applied under the supervision of the pipe manufacturer.
2) All surface areas which will be exposed to liquids and gases shall be cleaned and deleterious materials removed. After cleaning, the lining compound shall be applied to all surface areas which will be exposed to liquids and gases. The lining compound shall be applied so as to obtain a continuous and relatively uniform and smooth lining. The barrel of the pipe shall be coated to achieve a 40 mils minimum dry film thickness when measured with a dry film thickness magnetic gage; lining will be tapered at pipe ends. After clearing, all joint surface areas and spigot ends exposed to the liquids and gases shall receive one coat of the lining material brushed on at a rate to achieve 10 mils minimum dry film thickness when measured with a magnetic dry film thickness gage.
3) Any damaged lined areas shall be repaired in accordance with the manufacturer's recommendations so that the repaired area is equal to the undamaged lined areas.

e. Polyethylene Lining. The lining shall be a blend of high-density and low-density polyethylene powders complying with ASTM D1248 compounded with carbon black to provide resistance to ultraviolet rays during storage above ground. The pipe shall be heated to an adequate temperature to provide uniform fusing of the

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polyethylene powders and proper bonding to the pipe. The polyethylene lining shall be 40 mils thick.

2.8 POLYETHYLENE ENCASEMENT

A. Where polyethylene encasement is required it shall be either tube or sheet material conforming to the requirements of ANSI/AWWA C105/A21.5.

2.9 PIPE COUPLINGS

A. 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.

B. All carbon steel parts of 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., or approved equal.

C. Gaskets for the coupling shall be wedge type manufactured of Buna-N resilient rubber.

D. 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.

PART 3 - EXECUTION

3.1 INSPECTION

A. Inspect for defects, damage, dirt, and debris in pipe. Clean if necessary. Discard and remove defective materials. Reject materials found unsatisfactory.

3.2 TRENCH CONSTRUCTION

A. Excavation. Excavate trenches as specified in the applicable Specification.

B. Alignment and Grade. Lay pipelines to lines and grades established by Drawings and Specifications, with fittings and valves at the required locations unless otherwise approved by the Engineer. Valve-operating stems shall be oriented to allow proper operation. Install Hydrants plumb.

C. Underground Conflicts. Prior to excavation, investigate to the extent necessary to determine the location of existing underground structures and conflicts. Exercise care to avoid damage to existing structures. When obstructions that are not shown on the Drawings are encountered during the progress of the work and interfere so that an alteration of the Drawings is required, the Engineer will alter the Drawings or order a deviation in line and grade or arrange for removal, relocation, or reconstruction of the obstructions. When crossing existing pipelines or other

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structures, alignment and grade shall be adjusted as necessary, with the approval of the Engineer, to provide clearance as required by federal, state, or local regulations or as deemed necessary by the Engineer to prevent future damage or contamination of either structure.

D. Trench Preparation. Trench preparation shall proceed in advance of pipe installation for only as far as necessary to allow proper pipe installation. The width of the trench at the top of the pipe shall be ample to permit the pipe to be laid and joined properly and allow the backfill to be placed as specified.

1. Holes for the bells shall be provided at each joint but shall not be larger than necessary for joint assembly and assurance that the pipe barrel will lie flat on the trench bottom. Other than noted previously, the trench bottom shall be true and even in order to provide support for the full length of the pipe barrel, except that slight depressions may be provided to allow withdrawal of pipe slings or other lifting tackle.

2. When excavation of rock is encountered, all rock shall be removed to provide a clearance of at least six inches below and on each side of all pipe, valves, and fittings for pipe sizes 24 inches or smaller, and 9 inches for pipe 30 inches and larger. When excavation is completed, a bed of sand, crushed stone or earth that is free from stones, large clods, or frozen earth shall be placed on the bottom of the trench to the previously mentioned depths, leveled, and tamped. These clearances and bedding procedures shall also be observed for pieces of concrete or masonry and other debris or subterranean structures, such as masonry walls, piers, or foundations that may be encountered during excavation.

3. This installation procedure shall be followed when gravel formations containing loose boulders greater than eight inches in diameter are encountered. In all cases, the specified clearances shall be maintained between the bottom of all pipe and appurtenances and any part, projection, or point of rock, boulder, or stones of sufficient size and placement which, in the opinion of the Engineer could cause fulcrum point.

4. Should the trench pass over a sewer or other previous excavation, the trench bottom shall be sufficiently compacted to provide support equal to that of the native soil or conform to other regulatory requirements in a manner that will prevent damage to the existing installation.

5. When the subgrade is found to be unstable or to include ashes, cinders, refuse, organic material, or other unsuitable material, such material shall be removed, to a minimum of at least three inches, or to the depth ordered by the Engineer and replaced under the directions of the Engineer with clean, stable backfill material. The bedding shall be consolidated and leveled in order that the pipe may be installed as specified.

6. When the bottom of the trench or the subgrade is found to consist of material that is unstable to such a degree that, in the judgment of the Engineer, it cannot be removed, a foundation for the pipe and/or appurtenance shall be constructed using piling, timber, concrete, or other materials at the direction of the Engineer.

3.3 PIPE INSTALLATION

A. Provide and use proper implements, tools, and facilities for the safe and convenient performance of the work. All pipe, fittings, valves, and hydrants shall be lowered carefully into the trench by

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means of a derrick, ropes, or other suitable tools or equipment in such a manner as to prevent damage to pipeline material and protective coatings and linings. Under no circumstances shall pipeline materials be dropped off or dumped into the trench. Dewater trench prior to installation of the pipe.

B. Examine all pipe fittings, valves, and other appurtenances carefully for damage and other defects immediately before installation. Defective materials shall be marked and held for inspection by the Engineer who may prescribe corrective repairs or reject the materials.

C. Remove all lumps, blisters, and excess coating from the socket and plain ends of each pipe. Wipe the outside of the plain end and the inside of the bell clean, dry and free from dirt, sand, grit, or any foreign material before the pipe is laid.

D. Foreign material shall be prevented from entering the pipe while it is being placed in the trench. During laying operations, no debris, tools, clothing, or other materials shall be placed in the pipe.

E. As each length of pipe is placed in the trench, the joint shall be assembled and the pipe brought to correct line and grade. The pipe shall be secured in place with approved backfill material.

F. At times when pipe laying is not in progress, the open ends of pipe shall be closed by a watertight plug or other means approved by the Engineer. When practical, the plug shall remain in place until the trench is pumped completely dry. Care shall be taken to prevent pipe flotation should the trench fill with water.

G. Trench width at the top of pipe, bedding conditions, and backfill placement and compaction shall be such that design loadings on the pipe will not be exceeded.

1. Joint Assembly. Pipe joints shall be assembled in accordance with the Manufacturer's instructions and the requirements of ANSI/AWWA C600.

2. Pipe Deflection. When it is necessary to deflect pipe from a straight line in either the vertical or horizontal plane, or where long radius curves are permitted, the amount of deflection shall not exceed that shown in ANSI/AWWA C600 and shall not exceed 80 percent (80%) of the manufacturer’s recommendations.

3. Pipe Cutting. Cutting pipe for the insertion of valves, fittings, or closure pieces shall be done in a neat, workmanlike manner without creating damage to the pipe or lining. Ductile cast iron 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 shall be ground smooth and for push-on joint connections, the cut end shall be beveled.

4. Thrust Restraint. Thrust restraint of buried piping shall be provided by restrained joints.

5. Restrained Joints. All plugs, caps, tees and bends shall be suitably restrained by restrained joints as specified.

6. Concrete Thrust Blocks. All plugs, caps, tees, bends, and fire hydrants shall be provided with concrete thrust blocks.

7. Vertical and horizontal reaction backing shall be made of concrete having a compressive strength of not less than 3,000 psi after 28 days.

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8. Backing shall be placed between solid ground and the fitting to be anchored; the area of bearing on the pipe and this ground in each instance shall be that shown or directed. The backing shall, unless otherwise shown or directed, be so located as to contain the resultant thrust force and so that the pipe and fitting joints will be accessible for repair. Concrete thrust blocks shall not cover or encase bolts.

9. Thrust Restraint Design Pressure. Thrust restraint design pressure shall be equal to 1.5 times the design pressure of the line or 150 psi, whichever is greater.

3.4 POLYETHYLENE ENCASEMENT

A. Where shown on the Drawings or where directed when corrosive soil conditions are encountered install polyethylene encasement in accordance with requirements of ANSI/AWWA C105/A215.

3.5 TESTING

A. Test completed piping system in accordance with the requirements of the applicable Specification.

3.6 DISINFECTION

A. Disinfect pipelines to be used for potable water in accordance with requirements of the applicable Specification.

END OF SECTION 330519

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SECTION 330533.23 – POLYETHYLENE PRESSURE PIPE AND TUBING

PART 1 - GENERAL

1.1 SECTION DESCRIPTION

A. This Specification includes but is not limited to high-density polyethylene (HDPE) pressure pipe primarily intended for the transportation of water or sewage either buried or above grade. Approved grades of HDPE pressure pipe are PE3408, PE4710, and PE100 (ISO), with ductile iron pipe size (DIPS) outer diameters.

1.2 REFERENCES

A. Reference: Title:

1. AWWA C901 Polyethylene (PE) pressure Pipe & Tubing, 1/2-inch through 3-inch for water
2. AWWA C906 Polyethylene (PE) pressure Pipe & Fittings, 4-inch through 63-inch for water
3. ASTM D3035 Standard Spec for PE Pipe (DR-PR) Based on Controlled Outside
4. Diameter ASTM D3261 Butt Heat Fusion PE Fittings for PE Pipe & Tubing
5. ASTM D3350 Standard Specification for PE Pipe & Fittings Materials
6. ASTM D1238 Melt Flow Index
7. ASTM D1505 Density of Plastics
8. ASTM D2837 Hydrostatic Design Basis
9. NSF Std. #14 Plastic Piping Components & Related Materials
10. TR-33/2005 Generic Butt Fusion Joining Procedure for Field Joining of PE Pipe

1.3 GENERAL

A. USE

1. High Density Polyethylene (HDPE) pipes/fittings shall be allowed for use as water, wastewater, and reclaimed water pressure pipe where compatible with the specific conditions of the project. The use of material other than HDPE pipe may be required by the Engineer if it is determined that HDPE pipe is unsuitable for the particular application. All material used in the production of water main piping shall be approved by the National Sanitation Foundation (NSF).

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B. DOCUMENTATION

1. Documentation from the resin's manufacturer showing results of the following tests for resin identification:
   a. Melt Flow Index ASTM D1238

2. Density ASTM D1505

C. MANUFACTURER

1. All HDPE pipe and fittings shall be from a single manufacturer, who is fully experienced, reputable and qualified in the manufacture of the HDPE pipe to be furnished. The pipe shall be designed, constructed, and installed in accordance with the best practices and methods and shall comply with these Specifications. Qualified manufacturers shall be: PLEXCO Division of Chevron Chemical Company, DRISCOPIPE as manufactured by Phillips Products Co., Inc., SCLAIRPIPE as manufactured by DuPont of Canada or equal as approved by the Engineer.

D. FINISHED PRODUCT EVALUATION

1. Production staff shall check each length of pipe produced for the items listed below. The results of all measurements shall be recorded on production sheets, which become part of the manufacturer's permanent records.
   a. Pipe in process shall be checked visually, inside and out for cosmetic defects (grooves, pits, hollows, etc.)
   b. Pipe outside diameter shall be measured using a suitable periphery tape to ensure conformance with ASTM F714 or ASTM D3035, whichever is applicable.
   c. Pipe wall thickness shall be measured at 12 equally spaced locations around the circumference at both ends of the pipe to ensure conformance with ASTM F714 or ASTM D3035, whichever is applicable.
   d. Pipe length shall be measured.
   e. Pipe marking shall be examined and checked for accuracy.
   f. Pipe ends shall be checked to ensure they are cut square and clean.
   g. Subject inside surface to a "reverse bend test" to ensure the pipe is free of oxidation (brittleness).

E. STRESS REGRESSION TESTING

1. The polyethylene pipe manufacturer shall provide certification that stress regression testing has been performed on the specific polyethylene resin being utilized in the manufacture of this product. This stress regression testing shall have been done in accordance with ASTM D2837 and the manufacturer shall provide a product supplying a minimum Hydrostatic Design Basis (HDB) of 1,600 psi as determined in accordance with ASTM D2837.

F. COMPATIBILITY

1. Contractor is responsible for compatibility between pipe materials, fittings and appurtenances.

G. WARRANTY

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1. The pipe manufacturer shall provide a warranty against manufacturing defects of material and workmanship for a period of ten years after the final acceptance of the project by the Owner. The manufacturer shall replace at no expense to the Owner any defective pipe/fitting material including labor within the warranty period.

PART 2 - PRODUCTS

2.1 MATERIALS FOR PIPE SIZES 4-INCH DIAMETER AND LARGER

A. Materials used for the manufacture of polyethylene pipe and fittings shall be made from an approved grade (PE 3408 at minimum) of high density polyethylene resin compound meeting cell classification 345434C per ASTM D3350; and meeting Type III, Class C, Category 5, Grade P34 per ASTM D1238.

B. High Density Polyethylene (HDPE) pipe shall comply with AWWA Specifications C906.

C. If rework compounds are required, only those generated in the Manufacturer's own plant from resin compounds of the same class and type from the same raw material supplier shall be used.

D. Dimensions and workmanship shall be as specified by ASTM F714. HDPE fittings and transitions shall meet ASTM D3261. HDPE pipe shall have a minimum density of 0.945 grams per cubic centimeter. All HDPE pipe and fittings shall have a Hydrostatic Design Basis (HDB) of 1,600 psi.

E. HDPE pipe and accessories 4-inch diameter and larger, shall be 160 psi at 73.4°F meeting the requirements of Standard Dimension Ration (SDR) 17 as MINIMUM STRENGTH.

F. The pipe Manufacturer must certify compliance with the above requirements.

2.2 MATERIALS FOR PIPE SIZES 2-INCH DIAMETER AND LESS

A. Materials used for the manufacture of polyethylene pipe and fittings shall be made from an approved grade (PE 3408 at minimum) of high density polyethylene resin compound meeting cell classification 345434C per ASTM D3350; and meeting Type III, Class C, Category 5, Grade P34 per ASTM D1238.

B. High Density Polyethylene (HDPE) pipes shall comply with AWWA Specifications C901.

C. If rework compounds are required, only those generated in the Manufacturer's own plant from resin compounds of the same class and type from the same raw material supplier shall be used.

D. Dimensions and workmanship shall be as specified by ASTM D3035. HDPE fittings and transitions shall meet ASTM D3261. HDPE pipe shall have a minimum density of 0.945 grams per cubic centimeter. All HDPE pipe and fittings shall have a Hydrostatic Design Basis (HDB) of 1,600 psi.

E. HDPE pipe and accessories 2-inch and less in diameter, shall be 160 psi at 73.4°F meeting the requirements of Standard Dimension Ration (SDR) 9 as MINIMUM STRENGTH.

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F. The pipe Manufacturer must certify compliance with the above requirements.

2.3 FITTINGS

A. All molded fittings and fabricated fittings shall be fully pressure rated to match the pipe SDR pressure rating to which they are made. All fittings shall be molded or fabricated by the manufacturer. No Contractor fabricated fittings shall be used unless approved by the Engineer.

B. The manufacturer of the HDPE pipe shall supply all HDPE fittings and accessories as well as any adapters and/or specials required to perform the work as shown on the Drawings and specified herein.

C. All fittings shall be installed using butt-fused fittings, thermo-fused fittings/couplings, flanged adapters, or fused mechanical joint adapters and must be approved by the Engineer. NO size on size wet taps shall be permitted.

D. All transition from HDPE pipe to ductile iron or PVC shall be made per the approval of the Engineer and per the HDPE pipe manufacturer's recommendations and specifications. A molded flange connector adapter (or a molded mechanical joint adapter) within a carbon steel back-up ring assembly shall be used for pipe type transitions. Ductile iron back-up rings shall mate with cast iron flanges per ANSI B16.1. A 316 stainless steel back-up ring shall mate with a 316 stainless steel flange per ANSI B16.1.

1. Transition from HDPE to ductile iron fittings and valves shall be approved by the Engineer before installation.

2. Solid sleeves shall be allowed between such material transitions with the use of stainless steel inserts only in exceptional circumstances requiring written approval by the Engineer.

3. Fittings and transitions shall be as manufactured by Phillips DRISCOPIPE, Inc., 1000 Series Pressure Pipe, Chevron Chemical Company Plexco/Spiralite pipe, or equal.

4. The pipe supplier must certify compliance with the above requirements.

2.4 PIPE IDENTIFICATION

A. The following shall be continuously indent printed on the pipe or spaced at intervals not exceeding 5-feet:

1. Name and/or trademark of the pipe manufacturer.

2. Nominal pipe size.

3. Dimension ratio.

4. The letters PE followed by the polyethylene grade in accordance with ASTM

5. D1248 followed by the hydrostatic design basis in 100's of psi, e.g., PE 3408.

6. Manufacturing standard reference, e.g., ASTM F714 or D-3035, as required.

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7. A production code from which the date and place of manufacture can be determined.

8. Color Identification, either stripped by co-extruding longitudinal identifiable color markings or shall be solid in color and as follows:
   a. BLUE – Potable Water
   b. GREEN – Sanitary Sewer
   c. PURPLE – Reclaimed
   d. BROWN – Membrane Concentrate/Reverse Osmosis reject.

B. Tracing Wire

1. Directional drilled HDPE pipe shall have two #10 AWG solid copper-clad steel conductor tracer wires insulated with 45 mil HDPE affixed to the drilling head/reamer. The tracing wires shall be continuous along the length of the HDPE pipe installation with no splicing allowed. Tracer wire shall be Copperhead Industries SoloShot #1045 Extra-High Strength Tracer Wire (or approved equal) and be color-coded for the type of utility service.

C. Marking Tape: Marking tape shall be installed per Engineer approval.

PART 3 - EXECUTION

3.1 JOINING METHOD

A. The pipe shall be joined with butt, heat fusion joints as outlined in ASTM D2657 and conform to the Generic Butt Fusion Joining Procedure for Field Joining of Polyethylene Pipe, Technical Report TR-33/2005, published by the Plastic Pipe Institute (PPI). All joints shall be made in strict compliance with the manufacturer's recommendations. A factory qualified joining technician as designated by pipe manufacturer or experienced, trained technician shall perform all heat fusion joints in the presence of the Engineer or their representative.

B. Lengths of pipe shall be assembled into suitable installation lengths by the butt-fusion process. All pipes so joined shall be made from the same class and type of raw material made by the same raw material supplier. Pipe shall be furnished in standard laying lengths not to exceed 50 feet and no shorter than 20 feet.

C. On days butt fusions are to be made, the first fusion shall be a trial fusion in the presence of the Engineer or their representative. The following shall apply:

1. Heating plate surfaces shall be inspected for cuts and scrapes and shall be free of dirt and residue. Heater surfaces should be between 400°F (minimum) to 450°F (maximum). Measure the temperature @ 12:00, 3:00, 6:00 and 9:00 o'clock positions using a pyrometer of infrared thermometer at locations where the heating plate will contact the pipe/fitting ends. The maximum temperature difference between any two points on a single heating surface must not exceed 24°F. If this temperature is exceeded, the heating plate shall be cleaned per the manufacturer's recommendations.

2. The fusion or test section shall be cut out after cooling completely for inspection.

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3. The test section shall be 12-inch or 30 times (minimum) the wall thickness in length and 1-inch or 1.5 times the wall thickness in width (minimum).

4. The joint shall be visually inspected as to continuity of "beads" from the melted material, and for assurance of "cold joint" prevention (i.e. – joint shall have visible molded material between walls of pipe). Joint spacing between the walls of the two ends shall be a minimum of 1/16-inch to a maximum 3/16-inch.

5. The Engineer or their representative may choose to waive this joint test following sufficient review of the initial test joint and provided Contractor continues such fuses with the same attention to method detail.

D. The polyethylene flange adapters at pipe material transitions shall be backed up by stainless steel flanges conforming to ANSI B16.1 and shaped as necessary to suit the outside dimensions of the pipe. The flange adapter assemblies shall be connected with corrosion resisting bolts and nuts of Type 316 Stainless Steel as specified in ASTM A726 and ASTM A307. All bolts shall be tightened to the manufacturer's specified torques. Bolts shall be tightened alternatively and evenly. After installation, apply a bitumastic coating to bolts and nuts. (This applies equally to mechanical joint adapters, as appropriate)

3.2 INSTALLATION

A. High Density Polyethylene (HDPE) Pipe shall be installed in accordance with the instruction of the manufacturer, as shown on the Drawings and as specified herein. A factory qualified joining technician as designated by the pipe manufacturer shall perform all heat fusion joints.

B. HDPE shall be installed either by Open Trench Construction or Directional Bore Method as outlined in this section under sub-part 3.2 – Installation, Item Q – Open Trench Installation or Item R – Directional Bore Installation of this Section.

C. Care shall be taken in loading, transporting and unloading to prevent damage to the pipe. Pipe or fitting shall not be dropped. All pipe or fitting shall be examined before installation, and no piece shall be installed which is found to be defective. Any damage to the pipe shall be repaired as directed by the Engineer. If any defective pipe is discovered after it has been installed, it shall be removed and replaced with a sound pipe in a satisfactory manner by the Contractor, at their own expense.

D. Under no circumstances shall the pipe or accessories be dropped into the trench or forced through a directional bore upon "pull-back".

E. Care shall be taken during transportation of the pipe such that it will not be cut, kinked, or otherwise damaged.

F. Ropes, fabric, or rubber protected slings and straps shall be used when handling pipes. Chains, cables, or hooks inserted into the pipe ends shall not be used. Two slings spread apart shall be used for lifting each length of pipe.

G. Pipes shall be stored on level ground, preferably turf or sand, free of sharp objects, which could damage the pipe. Stacking of the polyethylene pipe shall be limited to a height that will not cause excessive deformation of the bottom layers of pipes under anticipated temperature conditions.

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Where necessary due to ground conditions, the pipe shall be stored on wooden sleepers, spaced suitably and of such width as not to allow deformation of the pipe at the point of contact with the sleeper or between supports.

H. Pipe shall be stored on clean level ground to prevent undue scratching or gouging. The handling of the pipe shall be in such a manner that the pipe is not damaged by dragging it over sharp and cutting objects. The maximum allowable depth of cuts, scratches, or gouges on the exterior of the pipe is 5 percent of wall thickness. The interior pipe surface shall be free of cuts, gouges, or scratches.

I. Pipe shall be laid to lines and grade shown on the Drawings with bedding and backfill as shown on the Drawings.

J. When laying is not in progress, including lunchtime, the open ends of the pipe shall be closed by fabricated plugs, or by other approved means.

K. Sections of pipe with cuts, scratches, or gouges exceeding 5 percent of the pipe wall thickness shall be removed completely and the ends of the pipeline rejoined.

L. The pipe shall be joined by the method of thermal butt fusion, as outlined in PART 3 – Execution, Section 3.1 Joining Method. All joints shall be made in strict compliance with the manufacturer's recommendations.

M. Mechanical connections of the polyethylene pipe to auxiliary equipment such as valves, pumps and tanks shall be through flanged connections which shall consists of the following:

1. A polyethylene flange shall be thermally butt-fused to the stub end of the pipe.

2. A 316 stainless steel back up ring shall mate with a 316 stainless steel flange.

3. 316 stainless steel bolts and nuts shall be used.

N. Flange connections shall be provided with a full-face neoprene gasket.

O. All HDPE pipe must be at the temperature of the surrounding soil at the time of backfilling and compaction.

P. If a defective pipe is discovered after it has been installed, it shall be removed and replaced with a sound pipe in a satisfactory manner at no additional cost to the Owner. All pipe and fittings shall be thoroughly cleaned before installation, shall be kept clean until they are used in the work and when laid, shall conform to the lines and grades required.

Q. Open Trench Installation:

1. Refer to the applicable Specification for excavation and fill.

2. The centerline of the pipe shall not deviate from a straight line drawn between the centers of the openings at the ends of the pipe by more than 1/16-inch per foot of length. If a piece of pipe fails to meet this requirement check for straightness, it shall be rejected and removed from the site. Laying instructions of the manufacturer shall be explicitly followed.

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3. Good alignment shall be preserved during installation. Deflection of the pipe shall occur only at those places on the Drawings and as approved by the Engineer. Fittings, in addition to those shown on the Drawings, shall be used only if necessary or required by the Engineer.

4. Each length of the pipe shall have the assembly mark aligned with the pipe previously laid and held securely until enough backfill has been placed to hold the pipe in place. Joints shall not be "pulled" or "cramped".

5. Precautions shall be taken to prevent flotation of the pipe in the trench.

6. When moveable trench bracing such as trench boxes, moveable sheeting, shoring or plates are used to support the sides of the trench, care shall be taken in placing and moving the boxes or supporting bracing to prevent movement of the pipe, or disturbance of the pipe bedding and the backfill. Trench boxes, moveable sheeting, shoring or plates shall not be allowed to extend below top of the pipe. As trench boxes, moveable sheeting, shoring or plates are moved, pipe bedding shall be placed to fill any voids created and the backfill shall be recompacted to provide uniform side support for the pipe.

7. Restrained joints shall be installed where shown on the Drawings or as directed by the Engineer.

R. Directional Bore Installation:

1. Refer to applicable Specification section.

3.3 CLEANING

A. At the conclusion of the work, thoroughly clean all of the new pipelines to remove all dirt, stones, pieces of wood or other material which may have entered during the construction period by forcing a cleaning swab through all mains four inches or greater. Flushing velocities shall be a minimum of 2.5 feet per second. All flushing shall be coordinated with the Engineer and the Utility Department providing the flushing water. Debris cleaned from the lines shall be removed from the job site.

3.4 TESTING

A. Pressure testing shall be conducted per manufacturer's recommendations and as approved by the Engineer. If manufacturer provides no sufficient pressure test protocol recommendation, Contractor shall follow the procedure outlined in sub-part 3.4-Testing, paragraph E of this section.

B. All HDPE water mains shall be disinfected prior to pressure testing as per applicable Specification section.

C. All HDPE mains shall be field-tested. Contractor shall supply all labor, equipment, material, gages, pumps, meters, and incidentals required for testing. Each main shall be pressure tested upon completion of the pipe laying and backfilling operations, including placement of any required temporary roadway surfacing.

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D. All mains shall be tested at 150% of the operating design pressure of the pipe unless otherwise approved by the Engineer.

E. Pressure testing procedure shall be per Manufacturer's recommendations or as follows:

1. Fill line slowly with water. Maintain flow velocity less than two feet per second.

2. Expel air completely from the line during filling and again before applying test pressure. Air shall be expelled by means of taps at points of highest elevation.

3. Apply initial test pressure and allow to stand without makeup pressure for two to three hours, to allow for diametric expansion or pipe stretching to stabilize. Repeat as necessary until pressure stabilizes for two (2) hours.

4. After this equilibrium period, apply the specified test pressure and turn the pump off. The final test pressure shall be held for two (or more) hours.

5. Upon completion of the test, the pressure shall be bled off from a location other than the point where the pressure is monitored. The pressure drop shall be witnessed by the resident project representative and utility system representative at the point where the pressure is being monitored and shall show on the recorded pressure read-out submitted to the Engineer of Record.

F. The Engineer shall have discretion on a case by case basis to approve the use of makeup water for expansion observed during pressure test. If permitted, the maximum allowable amount of makeup water for expansion during the pressure test shall conform to table 1, Allowance for Expansion Under Test Pressure, in this section. If there are no observed leaks or significant pressure drops during the final test period, the installed pipe passes the test.

Table 1

Allowance for Expansion Under Test Pressure (US Gallons per 100 Feet of Pipe at 73.4ºF)			
Nominal Pipe Size	1 hour test	2 hour test	3 hour test
3	0.10	0.15	0.25
4	0.13	0.25	0.40
6	0.30	0.60	0.90
8	0.50	1.00	1.50
10	0.70	1.30	2.10
12	1.1	2.3	3.4
14	1.4	2.7	4.2
16	1.7	3.3	5.0
18	2.2	4.3	6.5
20	2.7	5.5	8.0
22	3.5	7.0	10.5

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Allowance for Expansion Under Test Pressure (US Gallons per 100 Feet of Pipe at 73.4ºF)			
Nominal Pipe Size	1 hour test	2 hour test	3 hour test
24	4.5	8.9	13.3
28	5.5	11.1	16.7
32	7.0	14.3	22.5
36	9.0	18.0	27.0
40	11.0	22.0	33.0
42	12.5	25.0	37.5
48	16.0	32.0	48.0
54	20.5	41.5	62.0
63	28.0	60.0	85.0

Source: Model Specification per Sclair Pipe ® HDPE Pipe, Table 1

G. If any test of pipe laid disclosed leakage significant pressure drop greater than the manufacturer's recommended loss, the Contractor shall, at their own expense, locate and repair the cause of leakage and retest the line. The amount of leakage, which will be permitted, shall be in accordance with AWWA C600 Standards.

H. All visible leaks are to be repaired regardless of the amount of leakage.

I. The Contractor shall notify the Engineer and the utility system representative a minimum of forty-eight (48) hours prior to test.

END OF SECTION 330533.23

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APPENDIX A

SUPPLEMENTAL CONDITIONS FOR FEDERALLY ASSISTED PROJECTS

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In case of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This contract is funded in whole or in part with federal funds made available from the U.S. Department of Housing and Urban Development (HUD). The contractor and all of its subcontractors shall comply with these federal provisions. The contractor shall include these supplemental conditions in all subcontracts.

1. Davis-Bacon Act
2. Copeland "Anti-Kick Back" Act
3. Federal Labor Standards
4. Build America, Buy America Act
5. Environmental Compliance
6. Lead Based Paint Requirements
7. Historic Preservation
8. Energy Efficiency
9. Flood Disaster Protection
10. Special Equal Opportunity Provisions
11. Section 3
12. Conflict of Interest
13. Utilization of Minority and Women-owned Businesses
14. Fair Housing Laws
15. Drug Free Workplace
16. Debarred Contractors
17. Lobbying
18. Access to Records
19. Records Retention

Attachment I - Federal Labor Standards Provisions
Attachment II - Section 3 Clause

1. Davis- Bacon Act- 29 CFR Parts 1,3,5,6 and 7

The contractor agrees to comply with the requirements of the Davis-Bacon Act, which requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on federally funded construction projects in excess of $2,000. A Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications and the minimum wage rates (and fringe benefits, where prevailing) that workers who perform work in those classifications must be paid.

2. Copeland "Anti-Kickback" Act- 18 USC 874 and 40 USC 276c; 29 CFR Part 3

The contractor and subcontractor(s) shall comply with the requirements of the Copeland "Anti-Kickback" Act as supplemented in the U.S. Department of Labor regulations 29 CFR Part 3. The Copeland Act makes it a federal crime for anyone to require any laborer or mechanic (employed on a federally assisted project) to kickback (i.e. give up or pay back) any part of their wages. The Copeland Act requires every contractor and subcontractor to submit weekly payroll reports (certified payroll) and regulates permissible payroll deductions.

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3. Federal Labor Standards

The project or program to which the construction work covered by this contract pertains is a federally assisted project and the Federal Labor Standards Provisions are included in this contract pursuant to the provisions applicable to such Federal assistance. See Attachment 1 for a complete copy of these labor standards.

4. Build America, Buy America (BABA) Act

The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

5. Environmental Compliance- Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and EPA Regulations- 42 U.S.C. 1857(h)

The contractor shall comply with the requirements of the Federal Clean Air Act and the Federal Water Pollution Control Act, as amended. Requirements for compliance with these regulations apply to contracts and subcontracts in amounts in excess of $100,000. all applicable standards, orders, or requirements issued under (), (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15).

6. Lead- Based Paint Requirements- 24 CFR Part 35

All housing that is assisted by the contractor through this project with federal funds is subject to the lead-based paint requirements, found at 24 CFR Part 35. These rules apply to properties that were constructed prior to 1978, and require:

- Certain disclosures (in the form of notices) to occupants and applicants about any known or potential lead-based paint hazards
- Testing, assessing, and stabilization or reduction of lead-based paint hazards in accordance with established procedures, based on activity type and level of Federal assistance (for rehabilitation)
- Use of safe work practices
- Certain provisions included in all contracts and subcontracts related to lead-based paint
- Ongoing maintenance to monitor controls put in place to limit the hazards associated with the presence of lead-based paint.

7. Historic Preservation- 16 USC 470; 36 CFR Part 800

The contractor's performance may be subject to the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties.

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8. Energy Efficiency

The contractor shall comply with any mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

9. Flood Disaster Protection- 42 USC 4001

The contractor's performance may be subject to the Flood Disaster Protection Act of 1973 which requires that activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program must be obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including housing rehabilitation.)

10. Special Equal Opportunity Provisions

A. Activities and Contracts Not Subject to Executive Order 11246, as Amended

(Applicable to Federally assisted construction contracts and related subcontracts $10,000 and under.)

During the performance of this contract, the Contractor agrees as follows:

i. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ii. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer seeking forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants be considered without regard to race, color, religion, sex or national origin.

iii. Contractors shall incorporate foregoing requirements in all subcontracts.

B. Executive Order 11246 (contracts/subcontracts above $10,000)

During the performance of this contract, the contractor agrees as follows:

i. Section 202 Equal Opportunity Clause

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color

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religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.

c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or workers representatives of the Contractors commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the Rules, Regulations, and Relevant Orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

C. Certification of Non-segregated Facilities- E.O. 11246; 41 CFR Part 60- 1.8

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/She certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is violation of the Equal Opportunity Clause of this contract. As used in this certification, the term segregated facilities means any waiting rooms, work eating areas, time clocks, locker rooms, and other storage or dressing areas, transportation and housing facilities provided for employees

which are in fact segregated on the basis of race, color, religion, or otherwise. He/She further agrees that (except where he/she has obtained identical certifications from proposed subcontractors prior to the award of subcontractors have submitted identical certifications for specific time periods).

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D. Equal Employment Opportunity- Title VII of the Civil Rights Act of 1964 E.O. 11246

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

E. Americans with Disabilities Act of 1990- E.O. 11250; 42 U.S.C 12131; 24 CFR Part 35

The contractor shall not exclude on the basis of handicap persons from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

F. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national original, or sex is excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

G. Section 504 of the Rehabilitation Act of 1973- 29 USC 794, 24 CFR Parts 8 and 9

i. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ii. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

iii. In the event of the Contractors noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

iv. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractors obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

v. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or their contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and

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handicapped individuals.

vi. The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

H. Age Discrimination Act of 1975- 42 U.S.C. 6101, et seq; 24 CFR Part 146

The contractor shall comply with the Age Discrimination Act of 1975, which provides that no person, on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program, or activity receiving Federal Financial assistance.

I. NSP 3 Vicinity Hiring and Contracting Preference-

A contractor that is awarded a project involving the use of NSP3 funds, as provided by the Dodd-Frank "Wall Street Reform and Consumer Protection Act" of January 5, 2010, sec 1497 (a)(8), is required to take actions to hire employees who reside in the vicinity of NSP3-funded projects, and provide contracting opportunities to small businesses that are owned and operated by residents in this vicinity.

11. Section 3- 24 CFR Part 75

The contractor shall comply with the purposes of the Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701U) (Section 3) and ensure that employment and other economic opportunities generated by HUD funded programs, to the greatest extent feasible, and consistent with Federal, State, and local laws and regulations, be directed to low- and very-low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low and very low-income persons. Sub-recipients, contractors and subcontractors for a Section 3 project must meet the requirements of § 75.19, regardless of whether Section 3 language is included in related agreements or contracts.

12. Conflict Of Interest- 24 CFR Part 85.36 and 24 CFR Part 570.611

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

13. Utilization Of Minority And Women Firms (M/WBE)- 24 CFR Part 85 (e)

The contractor shall take affirmative steps to assure that M/WBE firms are utilized when possible as suppliers and/or subcontractors, as applicable.

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Prior to contract award, the contractor shall document efforts to utilize M/WBE firms, including identifying what firms were solicited as suppliers and/or subcontractors, as applicable. Information regarding certified M/WBE firms can be obtained from:

- State of Florida at 904-487-4698 (all goods and services)
- State of Florida at 904-921-7370 (construction services, particularly highway)
- Minority Business Development Center in most major cities
- Local government M/WBE programs in many large counties and cities

14. Fair Housing Laws

The contractor shall company with the Fair Housing Act, and related laws that prohibit discrimination on the basis of race, color, national origin, religion, sex, familial status and handicap in the provision of housing, including rental, purchase, advertising, financing, insurance and multi-family housing on the basis of race, color, national origin, religion, sex, familial status and handicap. The requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR part 100; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1958-1063 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR part 107; and title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR part 1 shall apply to any housing related contract awarded hereunder.

15. Drug Free Workplace- 41 USC 701, 24 CFR Part 21

The Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1988. The Contractor certifies to comply with the drug-free workplace requirements in accordance with the Act, and with U.S. Department of Housing and Urban Development regulations.

16. Debarred Contractors

This project is subject to requirements prohibiting use of federal funds to directly or indirectly employ, award contracts to, or otherwise engage the services of any contractor, subcontractor or subrecipient during any period of federal debarment, suspension, or placement of ineligibility status. The County is required to check the eligibility status of all contractors, subcontractors, and subrecipients against the federal publication that lists debarred and ineligible contractors. This list can be found on the The System for Award Management (SAM) at https://www.sam.gov

17. Lobbying

The Contractor certifies, to the best of his or her knowledge and belief, that:

A. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or

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employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements.

D. This certification is a material representation of fact upon which reliance was placed when this contract was made or entered into. Agreement to this certification is a prerequisite for making or entering into this contract imposed by Section 1352, title 31, U.S. Code. Any person or agency that makes an expenditure prohibited by this section is subject to a civil penalty from $10,000 up to $100,000 for each failure. This penalty also applies to any person or agency that fails to submit or amend the disclosure form (LLL), when required. Failure to submit the required certification may result in payment under this contract being delayed or denied.

18. Access to Records- 24 CFR Part 85.42 (e) & (f)

The contractor shall give access to all records, pertinent books, documents, papers or other records related to this contract to the awarding agency, the County of Volusia, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives for the purpose of making audit, examination, excerpts, and transcriptions as needed.

19. Records Retention- 24 CFR Part 85.42 (a)-(d)

The contractor shall comply with the CDBG records retention regulations. Financial, program, supporting, and other records pertinent to this contract and the grant program shall be maintained for five years after the local government makes final payment and all other pending matters are closed.

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Attachment I

FEDERAL LABOR STANDARDS PROVISIONS

U.S. Department of Housing And Urban Development HUD-4010 (7/03)

Applicability

The project or program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this contract pursuant to the provisions applicable to such Federal assistance.

- **1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week , and without subsequent deduction or rebate on account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made part hereof , regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR-5.5(a)(1)(iv); also regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its sub-contractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- **(a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics employed in the classification (if known, or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent to HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contactor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate). HUD or it

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designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee with the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1) (b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

• Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

• If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federally contract with the same prime contractor, or any other Federally assisted contract subject to Davis Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violation have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payroll and basic records. Payroll and basic records related thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b) (2) (B) of the Davis bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

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(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely, all of the information required to be maintained under 29 CFR Part 5.5(a) (3) (i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington D.C. 20402.The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a) (3) (i) and that such information is correct and complete:

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been fully paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than the permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of WH-347 shall satisfy the requirement of submission of the: Statement of Compliance" required by paragraph A.3. (ii)(b) of this section

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fail s to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available shall be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, bit who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, which is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is

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performing construction on a project in a locality other than that in which its program is registered , the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hurly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the training program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor will all the contract clauses in 29 CFR Part 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its

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subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a) (1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C 1001. Additionally, U.S. Criminal Code, Section 1 01 0,Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of … influencing in any way the action of such Administration….makes, utters or publishes any statement knowing the same to be false ….. shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable under this Contract to his employer.

- **Contract Work Hours and Safety Standards Act.** As used in this paragraph, the terms "laborers" and "mechanic" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basis rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is greater.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth on subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontracts to include these clauses in any lower tier subcontracts, The prime contractor shall be responsible for compliance by any

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subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

- **Health and Safety**

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor, by regulation.

(2) The Contractor shall comply with al regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 State 96).

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

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Attachment II

Section 3 requires that the following provisions ("the section 3 clause"), be included in every contract that involves section 3 projects.

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 170lu), as amended, and the HUD regulations issued pursuant thereto (24 CFR Part 75), shall govern all housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds $200,000 of housing and community development financial assistance, including CDBG, as follows:

a. The work to be performed under the contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170lu (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons particularly persons who are recipients of HUD assistance for housing.

b. The parties to the contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to the contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractors commitments under this Section 3 clause, and will post copies of the notice in conspicuous placed at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The contractor agrees to include the Section 3 clause in every subcontract subject to compliance with regulations 24 CFR Part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

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e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractors obligations under 24 CFR Part 75.

f. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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U.S. DEPARTMENT OF LABOR

Wage and Hour Division

Instructions For Completing Davis-Bacon and Related Acts Weekly Certified Payroll Form, WH-347

- WH-347 (PDF)
  OMB Control No. 1235-0008, Expires 01/31/2028.

General: Form WH-347 is available for the convenience of contractors and subcontractors to submit certified weekly payrolls in connection with their Federal or federally assisted construction contracts and subcontracts. Properly completed, this form will satisfy the requirements of the regulations in parts 3 and 5 of Title 29 of the Code of Federal Regulations (CFR) as to certified payrolls submitted in connection with contracts subject to the Davis-Bacon and Related Acts (DBRA).

While use of Form WH-347 itself is optional, covered contractors and subcontractors performing work on Federal or federally assisted construction contracts are required by the DBRA regulations and the contract clauses to submit payroll information on a weekly basis. The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federal or federally financed construction contracts to, on a weekly basis, "furnish a statement on the wages paid each employee during the prior week." U.S. Department of Labor (DOL) Regulations at 29 CFR 5.5(a)(3)(ii) require contractors and subcontractors to submit weekly certified payrolls to the appropriate Federal agency if the agency is a party to the contract (or, if the Federal agency is not party to the contract, to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Federal agency that provided the Federal assistance). Each certified payroll must be accompanied by a signed "Statement of Compliance" (e.g., page 2 of the WH-347 or another document with *identical* wording) indicating that the certified payrolls are accurate and complete, and that each laborer or mechanic has been paid not less than the required Davis-Bacon prevailing wage rate(s) (including any fringe benefits) for the work performed. DOL and contracting agencies receiving this information review the information to help determine whether workers have received legally required wages and fringe benefits.

Under the DBRA, contractors and subcontractors are required to pay not less than the prevailing wage, including fringe benefits, as predetermined by DOL. The contractor's obligation to pay fringe benefits may be met through the contractor's contributions to or reasonably anticipated costs of bona fide benefit plans, funds, or programs, or by paying workers cash in lieu of fringe benefits.

Form WH-347 provides fields for contractors and subcontractors to document all wages paid to each worker, whether paid entirely as cash wages or by a combination of cash wages and employer-provided bona fide fringe benefits, and provides for the contractor or subcontractor's certification in the Statement of Compliance (as shown on page 2 of Form WH-347) that the data and payroll information on the form are accurate and complete. The Statement of Compliance also provides for the representation that the contractor or subcontractor is paying its workers, including registered apprentices, at least the required wage rates, satisfying its fringe benefits obligations, and maintaining required payroll records.

Detailed instructions for completing the first page of Form WH-347 follow:

"Check Box" for Submission of Final DBRA Certified Payroll Form: Mark the box to indicate that this submission is for the final week of work on the project for the contractor or subcontractor.

"Check Box" for Prime Contractor or Subcontractor: Mark the appropriate box to indicate whether it is the prime contractor or a subcontractor on the project for which certified payroll is being reported.

Project Name: Enter the name of the project on which you are reporting.

Project No. or Contract No.: Enter the project number or the prime contract number assigned by the relevant contracting agency (if available).

Certified Payroll No.: Beginning with the number "1", each weekly certified payroll that a contractor or subcontractor submits for a project should be given a payroll number. Enter the appropriate payroll number.

Prime Contractor's/Subcontractor's Business Name: Enter the business' legal name.

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Project Location: Enter the complete address of the project, or, if there is no specific address, a description of the project location, including, at a minimum, the county or counties and state in which the project is located.

Wage Determination No.: Enter the wage determination number(s) and revision number(s) included in the covered contract and relevant to the submitted certified payroll form (e.g., if there are multiple wage determinations applicable to the project, please list all wage determinations that applied to the work performed by the workers in this pay period).

Week Ending Date: Enter the workweek ending date for this pay period.

Prime Contractor's/Subcontractor's Business Address: Enter the company's full business address.

Column 1A – Worker Entry No.: Beginning with the number "1", enter each worker's entry number (e.g., entry in row 2 may be 2, entry in row 3 may be 3, etc. If reporting more than 8 entries, row 1 on page 2 may be entry 9 and row 1 on page 3 may be entry 17, etc.). If a worker works in more than one labor classification during the course of the week, the contractor should show the number of hours the worker worked in each classification using separate rows. In such circumstances, the same worker entry number should be used on each row associated with the worker.

Column 1B – Worker Last Name: Self-explanatory.

Column 1C – Worker First Name: Self-explanatory.

Column 1D – Worker Middle Initial: Self-explanatory.

Column 1E – Worker Identifying No.: Enter each worker's individual identifying number (e.g., last four digits of the worker's social security number or any number specific to the individual worker) on each weekly certified payroll submitted. ***Note:*** *workers' full Social Security numbers must* ***not*** *be included.*

Column 2 – Journeyworker / Registered Apprentice: Enter "J" if the worker is a journeyworker or "RA" if the worker is a registered apprentice in an apprenticeship program approved by DOL's Office of Apprenticeship (OA) or a State Apprenticeship Agency (SAA). For registered apprentices, also list their level of progression within the approved program.

Column 3 – Labor Classification: List the labor classification for the work actually performed by each worker. Labor classifications are found in the applicable Davis-Bacon wage determination(s) that are included in the contract for this project. If the wage determination(s) does not include a labor classification for work that a worker has performed on this contract, contact the Contracting Officer or Agency representative immediately.

If a worker performed work in more than one labor classification during the week, the worker must be paid at least the rate specified for the appropriate labor classification for the time actually worked in that labor classification. In such circumstances, an accurate breakdown of hours worked in each labor classification must be shown on the submitted payroll by using a separate row for each labor classification in which the worker performed work. If the contractor did not maintain an accurate breakdown of hours worked by a worker in each labor classification, the worker must be paid for all hours worked using the highest applicable prevailing wage rate (basic hourly rate and fringe benefits).

Column 4 – Hours Worked Each Day: In column 4 in the table above row 1, please enter the first letter for each day of the contractor's workweek in each box on the top row and its corresponding date in each box on the second row below it. For example, if a contractor's workweek starts on Tuesday and ends on Monday, enter "T" for Tuesday in the first box of the first row and continue with the appropriate letter identifying the day of the week for each box ending with "M" on the last box of the first row. In the second row, enter the corresponding date for each day of the week. Please see example below:

T	W	T	F	S	S	M
6/16	6/17	6/18	6/19	6/20	6/21	6/22

For worker-specific entries, please enter hours worked on this project as straight time ("ST") and overtime ("OT") in the applicable boxes. On all contracts subject to the Contract Work Hours and Safety Standards Act (CWHSSA), enter hours worked on this project in excess of 40 hours total in the week as overtime ("OT") (including hours worked on and off the site of the work of the covered contract). ***Note:*** *For more information about compliance with overtime requirements on Federal and federally assisted contracts, please visit Overtime Pay on Government Contracts.*

Column 5 – Total Hours Worked for the Week: Enter the total number of the hours worked entered in column four.

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Column 6A – Hourly Wage Rate Paid for ST and OT: For each worker, list the actual hourly rate paid for straight time (top row) and overtime (bottom row) worked for work in the classification indicated in column 3. If the worker was paid at a higher rate than the wage rate required on the wage determination, indicate the wage rate the worker was actually paid. ***Note:*** *do not include cash payments in lieu of fringe benefits in this column.*

Column 6B – Total Fringe Benefit Credit: Enter the total of the contractor's or subcontractor's contributions to or reasonably anticipated costs of bona fide fringe benefit plans, funds, or programs for which the contractor or subcontractor is taking a credit toward satisfying Davis-Bacon prevailing fringe benefit rates as listed on page 2 of Form WH-347 under "Hourly Credit for Fringe Benefits". This amount should equal the worker's total hours worked in this period multiplied by the hourly credit for fringe benefits as listed under the Total Hourly Credit column on page 2 of Form WH-347 under "Hourly Credit for Fringe Benefits".

Column 6C – Payment in Lieu of Fringe Benefits: Enter the total amount in cash provided in lieu of fringe benefits to the worker during the workweek. This amount should equal the worker's total hours worked in this period multiplied by the hourly rate provided to the worker as cash in lieu of fringe benefits.

Column 7A – Gross Amount Earned: Enter the worker's gross amount earned for the workweek for hours worked on this Federal or federally assisted project.

Column 7B –Gross Amount Earned for all Work: If part of a worker's weekly wage was earned on projects or work other than the project described on this payroll, including non-DBRA covered projects, enter in column 7B the total gross amount earned during the week for all work performed during the week.

Column 8 – Deductions for all Work: Enter all deductions made from worker's total gross amount earned for all work (Column 7B). Columns are provided for entering deductions made for tax withholdings, FICA, and "Other" deductions. If the amount under "Other" deductions is specific to one deduction, please describe the deduction under "Additional Remarks" on page 2 of this certified payroll form. If the amount under the "Other" deductions made from the worker's pay is a result of more than one deduction, submit an addendum that itemizes each deduction and includes a description and amount for each deduction listed on that document. Enter the total amount for all deductions actually made under the "Total Deductions" column (include the amounts listed under the Tax Withholdings, FICA and Other columns). All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 CFR part 3. If a worker worked on other jobs in addition to this project, do not pro-rate the deductions; instead, show actual deductions from the worker's weekly gross wage for all projects. ***Note:*** *Except for deductions listed in 29 CFR 3.5, all deductions must have prior approval from the Department of Labor.*

Column 9 – Net Payment to Worker for All Work: Enter the actual dollar amount paid to the worker for all hours worked across all projects (including non-DBRA covered projects) during the week.

Detailed instructions for completing the second page of Form WH-347 follow:

Project Name: Enter the name of the project on which you are reporting.

Project No. Or Contract No.: Enter the project or prime contract number associated with your contract assigned by the relevant contracting agency (if available).

Payroll No.: Beginning with the number "1", each weekly certified payroll that a contractor or subcontractor submits for a project should be given a payroll number. Enter the appropriate payroll number.

Prime Contractor's/Subcontractor's Business Name: Enter the business' legal name.

Project Location: Enter the complete address of the project, or, if there is no specific address, a description of the project location, including, at a minimum, the county or counties and state in which the project is located.

Week Ending Date: Enter the workweek ending date for this pay period.

Certifying Official's Name and Title: Print the name and official title of the contractor or subcontractor, or their agent who paid or supervised the payment of the workers under the contract during the weekly time period covered by the form.

Statement of Compliance: While the "Statement of Compliance" need not be notarized, the statement (on page 2 of this certified payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

If applicable, please "check" each of the 6 boxes certifying the accompanying statement as accurate. Boxes 1, 2, 3 and 6 (i.e., the first three boxes and the last box) always **must** be checked to certify that the contractor or subcontractor completing the form is in compliance with the DBRA.

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If any worker is being paid as an apprentice during the period, box 4 **must** be checked and each program name in which the contractor has registered apprentices working on the project during this payroll period must be listed, with the appropriate box checked to indicate whether the apprenticeship program is registered with DOL's Office of Apprenticeship (OA) or a State Apprenticeship Agency (SAA), and the name of the labor classification entered. If more than three entries are required, please submit an addendum providing the requested information with the submission of the certified payroll. If box 4 is not applicable, do not check the box and enter "Not Applicable" or "N/A" in the entry subsection, under Apprenticeship Program Name.

If the contractor or subcontractor is claiming an hourly credit for their contributions to or reasonably anticipated costs of bona fide fringe benefit plans, funds, or programs, box 5 must be checked and the subsections titled "Hourly Credit for Fringe Benefits" must be completed. In the first column, list each worker entry number (entered in column 1A on the first page) and name of worker for whom the contractor or subcontractor claimed an hourly fringe benefit credit (this should mirror the worker names and order found on Page 1 of the certified payroll form). In the following columns, list each fringe benefit plan name in the top row, fringe benefit plan type in the second row, fringe benefit plan number in the third row, mark whether the fringe benefit plan is funded or unfunded in the fourth row, and state the hourly amount of credit claimed for each worker under each applicable plan in the rows below. In the last column, list the total hourly cost of fringe benefit provided for each worker. Where the contractor or subcontractor is claiming a credit for the reasonably anticipated costs of fringe benefits provided directly by the contractor (commonly referred to as an "unfunded plan"), the contractor or subcontractor must have prior approval from the Department of Labor prior to claiming such credit as required in 29 CFR 5.28. If more than six bona fide fringe benefits are provided to the workers for which the contractor is claiming a credit, submit an addendum for each providing the information requested in this section.

Note: *If the contractor or subcontractor is meeting its fringe benefit obligations partially through contributions to or reasonably anticipated costs of a bona fide fringe benefit plan and partially through the payment of cash in lieu of fringe benefits, the contractor or subcontractor should enter the respective amounts in this section and in column 6C (Cash Payment in Lieu of Fringe Benefits) on page 1. If the contractor or subcontractor is meeting its fringe benefits obligations by simply paying the cash equivalent to each worker, check the box but do not complete the subsection, because those payments will be reported under column 6C (Cash Payment in Lieu of Fringe Benefits) on page 1.*

Additional Remarks: Optional space for additional information on deductions, hourly cost of fringe benefits, or explanations. If more space is needed, please continue remarks on a separate page. If the optional space or separate pages are used, please include all contractor and project information required by the form.

Signature of Certifying Official, Date, Telephone Number, and Email Address: The Statement of Compliance must be signed by the contractor or subcontractor, or their agent who paid or supervised the payment of the workers under the contract during the weekly time period covered by the form. Enter the phone number and email address of the individual who is signing the statement and the date signed. Legally valid electronic signatures are acceptable. A legally valid electronic signature includes any electronic process that indicates acceptance of the certified payroll record and includes an electronic method of verifying the signer's identity.
Note: *Photocopies or scanned copies of signatures do not satisfy this requirement.*

Public Burden Statement: We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

Note: *In order to view, fill out, and print PDF forms, you need Adobe® Acrobat® Reader® version 5 or later, which you may download for free at www.adobe.com/products/acrobat/readstep2.html.*

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APPENDIX C

U.S. Department of Labor
Wage and Hour Division

Davis-Bacon and Related Acts Weekly Certified Payroll Form

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Unless otherwise noted, the information requested is specific to the named project below.

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division

Rev. January 2025
OMB No.: 1235-0008
Expires: 01/31/2028

☐ SUBMISSION OF FINAL DBRA CERTIFIED PAYROLL FORM ☐ PRIME CONTRACTOR ☐ SUBCONTRACTOR

PROJECT NAME	PROJECT NO. or CONTRACT NO.	CERTIFIED PAYROLL NO.	PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME
PROJECT LOCATION	**WAGE DETERMINATION NO.**	**WEEK ENDING DATE**	**PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS ADDRESS**

(1A)	(1B)	(1C)	(1D)	(1E)	(2)	(3)	(4)		(5)	(6A)	(6B)	(6C)	(7A)	(7B)	(8)				(9)
WORKER ENTRY NO.	WORKER LAST NAME	WORKER FIRST NAME	WORKER MIDDLE INITIAL	WORKER IDENTIFYING NO.	(J) JOURNEYWORKER (RA) REGISTERD APPRENTICE	LABOR CLASSIFICATION	ST = STRAIGHT TIME OT = OVERTIME	(TOP) DAYS OF WORK WEEK (BOTTOM) DATES HOURS WORKED EACH DAY	TOTAL HOURS WORKED FOR WEEK	HOURLY WAGE RATE PAID FOR ST AND OT	TOTAL FRINGE BENEFIT CREDIT	PAYMENT IN LIEU OF FRINGE BENEFITS	GROSS AMT EARNED	GROSS AMT EARNED FOR **ALL WORK**	DEDUCTIONS FOR **ALL WORK**				NET PAY TO WORKER FOR **ALL WORK**
															TAX WITH-HOLDINGS	FICA	OTHER (MUST SPECIFY, SEE INSTRUCTIONS)	TOTAL DEDUCTIONS	
							ST												
							OT												
							ST												
							OT												
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While use of Form WH-347 itself is optional, covered contractors and subcontractors performing work on Federal or federally assisted construction contracts are required by the DBRA regulations and the contract clauses to submit payroll information on a weekly basis. The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federal or federally financed construction contracts to, on a weekly basis, "furnish a statement on the wages paid each employee during the prior week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors and subcontractors to submit weekly certified payrolls to the appropriate Federal agency if the agency is a party to the contract (or, if the agency is not such a party, to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Federal agency). Each certified payroll must be accompanied by a signed "Statement of Compliance" (e.g., page 2 of the WH-347 or another document with identical wording) indicating that the certified payrolls are accurate and complete, and that each laborer or mechanic has been paid not less than the required Davis-Bacon prevailing wage rate(s) (including any fringe benefits) for the work performed. DOL and contracting agencies receiving this information review the information to determine whether workers have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Attachment: Exhibit A - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

Docusign Envelope ID: 63D30F7C-F93F-4236-A4A8-C693E99B7E79

PROJECT NAME	PROJECT NO. or CONTRACT NO.	PAYROLL NO.	PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME

PROJECT LOCATION	WEEK ENDING DATE	CERTIFYING OFFICIAL's NAME AND TITLE

I paid or supervised the payment of the laborers or mechanics working on the above project during the stated time period. I certify the following:

☐ The payroll information submitted with this statement is correct and complete for the above project during the above period, and the wage and fringe benefit rates paid to the workers, including credit taken for the reasonably anticipated costs of a bona fide fringe benefit plan, fund or program, are not less than the applicable wage and fringe benefits rates for the classification(s) of work actually performed, as specified in the wage determination(s) incorporated into the contract.

☐ All regular payrolls and all other basic records that the contractor is required to maintain for this payroll period are complete and accurate and will be made available upon request from the agency or the Department of Labor.

☐ The classifications reported for each laborer or mechanic are the classification(s) of work that each worker actually performed.

☐ Any workers paid as apprentices during the above period are duly registered in a bona fide apprenticeship program registered with the Office of Apprenticeship, Employment and Training Administration, United States Department of Labor ("OA"), or a State Apprenticeship Agency ("SAA") recognized by Department of Labor. I have verified the registered apprenticeship program information provided below as accurate and applicable to any apprentices identified on page 1 of this form.

APPRENTICESHIP PROGRAM NAME	REGISTERED		NAME OF LABOR CLASSIFICATION
	☐ OA	☐ SAA	
	☐ OA	☐ SAA	
	☐ OA	☐ SAA	

☐ Fringe benefits have been paid in cash and/or to bona fide fringe benefit plans, funds, or programs. Where the contractor is claiming an hourly credit for their contributions to or reasonably anticipated costs of a bona fide fringe benefit plan, fund, or program, provide plan information and the hourly credit claimed for each worker listed on the previous page of this form.

HOURLY CREDIT FOR FRINGE BENEFITS

If an amount is listed in (6B) on the first page of this certified payroll form, enter the hourly credit claimed under each plan name, type and number for each worker and check whether the plan is funded or unfunded.

NAME OF WORKER	FB NAME / FB TYPE / PLAN NO.		FB NAME / FB TYPE / PLAN NO.		FB NAME / FB TYPE / PLAN NO.		FB NAME / FB TYPE / PLAN NO.		FB NAME / FB TYPE / PLAN NO.		FB NAME / FB TYPE / PLAN NO.		TOTAL HOURLY CREDIT
	☐ Funded	☐ Unfunded	☐ Funded	☐ Unfunded	☐ Funded	☐ Unfunded	☐ Funded	☐ Unfunded	☐ Funded	☐ Unfunded	☐ Funded	☐ Unfunded	
	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	$
	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	$
	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	$
	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	$
	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	$
	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	$
	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	$
	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hrly Credit	$	$

☐ All workers on the project have been paid the full weekly wages earned, and no rebates or deductions have been or will be made either directly or indirectly, other than permissible deductions as defined in 29 CFR part 3.

ADDITIONAL REMARKS

SIGNATURE OF CERTIFYING OFFICIAL	DATE	TELEPHONE NUMBER	EMAIL ADDRESS
		(___) ___-____	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION (SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE), AS WELL AS DEBARMENT FROM FUTURE FEDERAL AND FEDERALLY-ASSISTED CONTRACTS. INFORMATION REPORTED IN CERTIFIED PAYROLLS MAY BE SUBJECT TO DISCLOSURE IN RESPONSE TO A FREEDOM OF INFORMATION ACT REQUEST.

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APPENDIX D

"General Decision Number: FL20250137 01/03/2025

Superseded General Decision Number: FL20240137

State: Florida

Construction Type: Heavy

County: Volusia County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines) (EXCLUDING CAPE CANAVERAL AIR FORCE STATION, PATRICK AIR FORCE BASE, KENNEDY SPACE FLIGHT CENTER AND MALABAR RADAR SITE)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025

Attachment: Exhibit A - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

ENGI0673-013 05/01/2024

	Rates	Fringes
OPERATOR: Oiler	$ 24.50	15.10

IRON0808-003 01/01/2024

	Rates	Fringes
IRONWORKER, STRUCTURAL	$ 31.50	16.45

LABO0517-002 05/01/2023

	Rates	Fringes
LABORER: Grade Checker	$ 22.61	11.59

PAIN1010-011 06/01/2021

	Rates	Fringes
Painter - Brush, Roller & Spray	$ 24.71	14.60

SUFL2009-176 06/24/2009

	Rates	Fringes
CARPENTER, Excludes Form Work	$ 13.56 **	1.84
CEMENT MASON/CONCRETE FINISHER	$ 12.63 **	0.00
ELECTRICIAN	$ 16.71 **	3.51
FORM WORKER	$ 11.36 **	0.00
LABORER: Common or General	$ 9.03 **	0.81
LABORER: Landscape	$ 8.44 **	0.00
LABORER: Pipelayer	$ 11.17 **	1.27
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only)	$ 10.63 **	2.20
OPERATOR: Asphalt Paver	$ 11.88 **	0.00
OPERATOR: Backhoe Loader Combo	$ 16.10 **	2.44
OPERATOR: Backhoe/Excavator	$ 13.12 **	2.58
OPERATOR: Bulldozer	$ 12.88 **	0.00
OPERATOR: Crane	$ 14.88 **	3.17
OPERATOR: Grader/Blade	$ 16.00 **	2.84
OPERATOR: Loader	$ 13.38 **	0.00
OPERATOR: Mechanic	$ 13.83 **	2.19

Attachment: Exhibit A - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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OPERATOR: Roller.....$ 10.50 ** 0.00

OPERATOR: Scraper.....$ 11.00 ** 1.74

OPERATOR: Trackhoe.....$ 20.92 5.50

OPERATOR: Tractor.....$ 10.00 ** 0.00

TRUCK DRIVER, Includes Dump
Truck.....$ 11.07 ** 0.00

TRUCK DRIVER: Lowboy Truck.....$ 11.00 ** 0.00

TRUCK DRIVER: Off the Road
Truck.....$ 12.21 ** 1.97

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey

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rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were

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adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

Attachment: Exhibit A - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

Attachment: Exhibit A - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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APPENDIX E

County of Volusia
Community Assistance
121 W. Rich Avenue
DeLand, FL 32720

Minority & Women Business Reporting Form (MWBE)
Information and Instructions for Contractors & Subcontractors

Reporting

This report shall be completed by all contractors and subcontractors for reporting contract and subcontract activities for construction projects as required by the County of Volusia Community Assistance Division. Subcontracts of less than $10,000 must be reported individually only if such contracts represent a significant portion of the total contracting activity.

- Section 7a:
  - ✓ **Amount of Contract/Subcontract:** Enter the dollar amount rounded to the nearest dollar. If subcontractor ID number is provided in 7f, the dollar figure would be for the subcontract only and not for the prime contract.

- Section 7b:
  - ✓ **Type of Trade:** Enter the numeric code which best indicates each contractor's/subcontractor's service type. If subcontractor ID number is provided in 7f, the type of trade code would be for the subcontractor only and not for the prime contractor.

    * The "other" category includes supply, professional services, and all other activities except construction and education/training activities

- Section 7c:
  - ✓ **Business Racial/Ethnic/Gender Code:** Enter the numeric code which best indicates the racial/ethnic/gender character of the owner(s) and controller(s) of 51% of the business. When 51% or more is not owned and controlled by any single racial/ethnic/gender category, enter the code which seems most appropriate. If the subcontractor ID number is provided, the code would apply to the subcontractor and not the prime contractor

- Section 7d:
  - ✓ **Women Owned Business:** Enter "yes" or "no" to if each listed agency is women owned

- Section 7e:
  - ✓ **Contractor Identification Number:** Enter the Employer (IRS/FEIN) Number of the Prime Contractor as the unique identifier of the prime recipient of HUD funds. Note that the Employer (IRS) Number must be provided for each contract/subcontract awarded.

- Section 7f:
  - ✓ **Subcontractor Identification Number:** Enter the Employer (IRS/FEIN) Number of the subcontractor as the unique identifier for each subcontract awarded from HUD funds. When the subcontractor ID number is provided, the respective Prime Contractor ID Number must also be provided.

- Section 7g:
  - ✓ **Contractor/Subcontractor Business Name and Address:** Enter this information for each firm receiving contract/subcontract activity only one time on each report for each firm.

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County of Volusia Community Assistance Division - Contract and Subcontract - Minority and Women Business Reporting Form

Project Name: _____

Amount of Contract or Subcontract 7a.	Type of Trade Code (See below) 7b.	Contractor or Subcontractor Business Racial/Ethnic (See below) 7c.	Woman Owned Business (Yes or No) 7d.	Prime Contractor Identification Number (IRS/FEIN) 7e.	Subcontractor Identification Number (IRS/FEIN) 7f.	Contractor/Subcontractor Business Name and Address 7g.				
						Business Name	Street	City	State	Zip

Name/Title: _____ Signature: _____ Date: _____

7b: Type of Trade Codes: CPD

1 = New Construction
2 = Education/Training
3 = Other

7c: Racial/ Ethnic Codes

1= White Amercians
2= Black Americans
3= Native Americans
4= Hispanic American
5= Asian/Pacific American

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Volusia County
FLORIDA

County of Volusia
Community Assistance
121 W. Rich Avenue
DeLand, FL 32720

EQUAL HOUSING OPPORTUNITY

Section 3 Information

What is Section 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons; particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is provided.

What is a Section 3 Business Concern?

A business concern meeting at least one of the following criteria, documented within the last six-month period:

- Owned and controlled by at least 51% low- or very low-income persons;
- Over 75% of the labor hours performed for the business over the prior three-month period performed by Section 3 workers;
- Owned and controlled by at least 51% current public housing residents or residents currently living in Section-8 assisted housing

What is a Section 3 Worker?

A Section 3 worker is any worker who currently fits, or if hired on or after 11/30/20 fit, one the following categories, as documented:

- A worker whose annual income is at or below the 80% income limit as established by HUD
- A worker employed by a documented Section 3 Business Concern
- A worker that is a YouthBuild participant

What is a Targeted Section 3 Worker?

For Community Development funded projects, a Targeted Section 3 worker is:

- A worker employed by a documented Section 3 Business Concern; or
- A worker who currently fits, or if hired on or after 11/30/20 fit, one the following categories, as documented:
  - A worker living within the service area of the project, as defined at §75.5; or
  - A worker that is a YouthBuild participant

Are there contract provisions related to Section 3?

Yes; all contracts for Section 3 covered projects must include language applying Section 3 requirements to any subrecipient agreement or contract for a Section 3 project. Sub-recipients, contractors and subcontractors for a Section 3 project must meet the requirements of §75.19, regardless of whether Section 3 language is included in related agreements or contracts.

What information is required for Section 3 Reporting?

For Community Development funded projects, the following may be required:

- Section 3 Business Concern Certification
- Section 3 Project Workforce form
- Section 3 Certification form, when applicable
- Supporting documents for those claiming status as of Section 3 Business Concerns, Section 3 Worker, and/or Section 3 Targeted Worker
- Any other information requested by Volusia County to ensure Section 3 compliance

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County of Volusia
Community Assistance
121 W. Rich Avenue
DeLand, FL 32720

EQUAL HOUSING OPPORTUNITY

Section 3 Project Requirements

What is a Section 3 project?

Section 3 projects are housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds $200,000 of housing and community development financial assistance. If the $200,000 threshold is met the entire project must be compliant with the Section 3 provisions.

What are the required thresholds for section 3 projects?

- Twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers; (Section 3 Labor Hours/Total Labor Hours = 25%)
  AND
- Five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers, as defined at 24 CFR Part 75.21. (Targeted Section 3 Labor Hours/Total Labor Hours = 5%)

What are the requirements of Prime Contractors for Section 3 projects?

- Contractors are required to submit monthly activity reports to CDBG by the 10th of each month
  - These reports may be in the form of a letter, signed and on company letterhead
  - The report should include,
    - Explanation of all efforts made to meet the required thresholds (see below for examples)
    - Total labor hours for Section 3 workers and Targeted Section 3 workers for the preceding month
    - Estimate of Section 3 thresholds at the end of the project (is the project expected to meet the required thresholds as defined? If yes, what is the estimated percentage? If no, what is the estimated percentage and what efforts are being made to increase it?
    - Section 3 Labor Hours Tracking Form (template will be provided)
- Once the project is completed, prime contractors must submit a final Section 3 cumulative report
- All efforts to find section 3 employees must be documented. Some example methods are,
  - Outreach, marketing materials, and communications (Ex: flyers, emails, text marketing messages, bill inserts, door hangers, social media, website)
  - Promoting resident interest in opportunities (Ex: flyers, interest forms, workshop attendance records)
  - Efforts made to coordinate with partner agencies to refer residents to programs and services (Ex: number and types of referrals made, list of actions taken to coordinate with partners)
  - Resident placement into Section 3-related training or employment opportunities (Ex: referral records, case management records)
  - Referrals made to employers for employment opportunities (Ex: referral records, emails, payroll records from contractors)
  - Engaging in outreach efforts to generate job applicants who are Targeted Section 3 workers (Ex: flyers, emails, text marketing messages, bill inserts, door hangers, social media, website)
  - Providing training or apprenticeship opportunities

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County of Volusia
Community Assistance
121 W. Rich Avenue
DeLand, FL 32720

EQUAL HOUSING OPPORTUNITY

Section 3 Business Concern Certification

This document must be completed and returned from the primary bidder with their bid submission. Bids submitted for certain federally assisted projects that do not include this completed document may be considered non-responsive and not be eligible for award.
This document may be required from all sub-contractors prior to project award as well.

Project Name: _____

Agency Name: _____

Contact person: _____ Title: _____

Address of business: _____

Telephone number: _____ Fax number: _____

E-mail address: _____

Federal Employer Identification Number/SSN: _____

1. Type of business:
(Check one) ☐ Corporation ☐ Sole Proprietorship ☐ Partnership ☐ Joint Venture

2. Type of Contractor for project: *(Check one)* ☐ Prime Contractor ☐ Sub-Contractor

3. Check where applicable and provide required documentation*:

☐ The business is **NOT** claiming a Section 3 Business Concern status.

☐ The business **IS** claiming a Section 3 Business Concern status based on the following:

☐ 51% or more of the business is owned and controlled by low- or very low-income persons

2024 AMI → Maximum annual gross income for very low-income individual: $29,000
Maximum annual gross income for low-income individual: $46,400

☐ Over 75% of the labor hours performed for the business over the prior three-month period were performed by Section 3 workers

☐ 51% or more of the business is owned and controlled by current public housing residents or residents currently living in Section-8 assisted housing

**To be considered; documentation from within the last six-month period for the criteria selected must be provided.*

I certify to the best of my knowledge that the information contained here within is true and correct.

Print name: _____

Signature: _____ Date: _____

Title: _____

NOTE: Volusia County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the reports in their files for a minimum of five years after completion of the project.

Attachment: Exhibit A - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

Docusign Envelope ID: 63D30F7C-F93F-4236-A4A8-C693E99B7E79

County of Volusia
Community Assistance
121 W. Rich Avenue
DeLand, FL 32720

EQUAL HOUSING OPPORTUNITY

Section 3 Project Workforce

Project Name: _____ Agency Name: _____

This document must be completed by the Prime Contractor and all Sub-Contractors. It must be returned to, and approved by, Community Assistance at least 1 week prior to the pre-construction meeting.

The following is a list of employees may perform physical on-site work on this project. All areas should be completed and the Wage Classification **must** include the title(s) from the project wage decision that is/are best suited to the actions the worker will perform on-site for the project.

If a worker is eligible under a Section 3 Worker or Section 3 Targeted Worker status, please have the Section 3 Certification Form completed and return with this Section 3 Project Workforce form.

Employee Name	ID #	Hire Date	Wage Classification	Phone Number	Residential Address	Claiming Section 3 status?

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Docusign Envelope ID: 63D30F7C-F93F-4236-A4A8-C693E99B7E79

Volusia County
FLORIDA

County of Volusia
Community Assistance
121 W. Rich Avenue
DeLand, FL 32720

EQUAL HOUSING OPPORTUNITY

Section 3 Certification

Employer Name: _____

Employee name: _____ ID #: _____

Status being claimed: ☐ Section 3 Worker ☐ Section 3 Targeted Worker

The Section 3 Worker status is being certified in the following manner:

☐ **Self-Certification by employee**

I am self-certifying as a Section 3 Worker because:

☐ My gross annual income from the last calendar year was: $ _____; my w-2 or paystubs are attached

☐ I am a Public Housing or Section 8 Housing recipient; current documentation showing this is attached

_____ _____
Employee Signature Date

☐ **Certification by employer**

This employee is certified as a Section 3 Worker because:

☐ Their gross annual income from the last calendar year was: $ _____; current documentation showing this is attached

☐ They were hired after 11/30/20 and their gross annual income for the first year was: $ _____; documentation showing this is attached

☐ We are a business concern and they are an employee; see Section 3 Business Concern Certification and supporting documentation

_____ _____
Employer Signature & Title Date

The Section 3 Targeted Worker status is being certified in the following manner:

☐ **Self-Certification by employee**

I am self-certifying as a Section 3 Worker because I am a YouthBuild participant; documentation supporting my current enrollment is attached.

_____ _____
Employee Signature Date

☐ **Certification by employer**

This employee is certified as a Section 3 Targeted Worker because:

☐ Their residence is within the project service area as defined at § 75.5; documentation supporting this is attached

☐ We are a business concern and they are an employee; see Section 3 Business Concern Certification and supporting documentation

_____ _____
Employer Signature & Title Date

NOTE: Volusia County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the reports in their files for a minimum of five years after comp project.

Attachment: Exhibit A - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

Docusign Envelope ID: 63D30F7C-F93F-4236-A4A8-C693E99B7E79

APPENDIX G

24 CFR PART 85.36 Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments

Compliance with the following bonding requirements is mandatory.

Proof of bonding will be verified prior to issuance of the notice to proceed.

(h) Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or sub grantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

(1) A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) A performance bond on the part of the contractor for 100 percent of the contract price. A performance bond is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

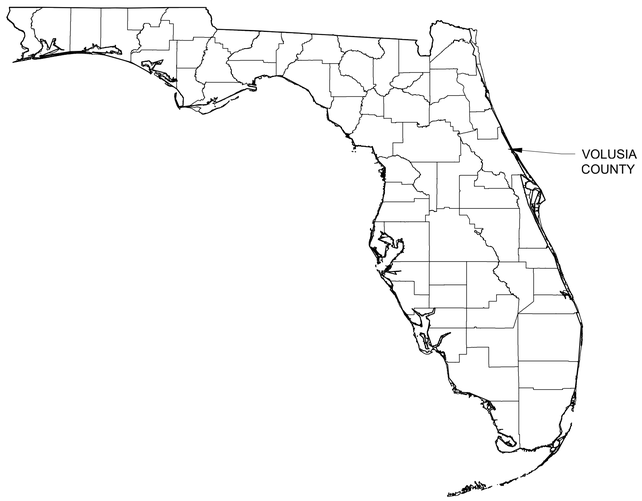
(3) A payment bond on the part of the contractor for 100 percent of the contract price. A payment bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Attachment: Exhibit A - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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CITY OF HOLLY HILL

LIFT STATION 20 BYPASS PUMP

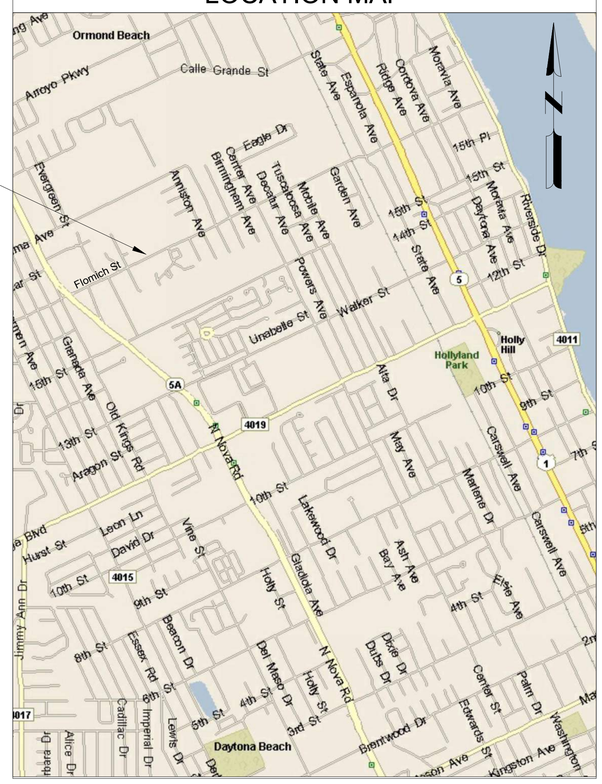


ITB#: 25-WW-10-1

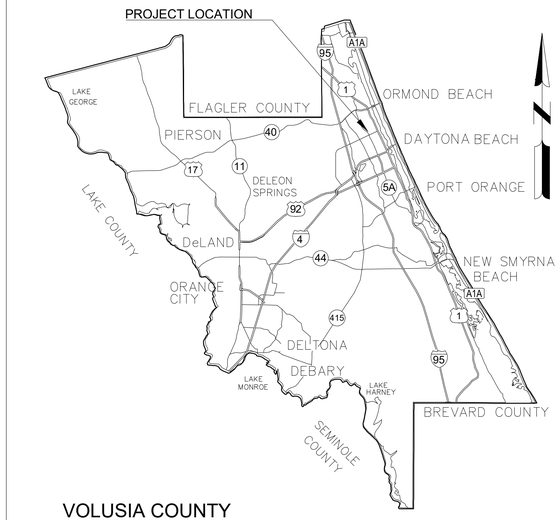
BID SET

APRIL 2025

LOCATION MAP



VICINITY MAP



SHEET INDEX

Sheet Number	Sheet Title
G-001	COVER SHEET
G-002	GENERAL NOTES
G-041	EXISTING CONDITION SURVEY
C-141	PROPOSED SITE PLAN
C-501	LIFT STATION DETAILS
C-502	CONSTRUCTION DETAILS
C-503	CONSTRUCTION DETAILS
C-504	TRAFFIC CONTROL PLAN
E-101	ELECTRICAL PLAN & DETAILS

5/1/2025

CITY OFFICIALS

MAYOR	John Penny
CITY MANAGER	Joseph Forte

COMMISSIONERS

DISTRICT 1	Debra Snow
DISTRICT 2	Penny Currie
DISTRICT 3	Jeffrey DeLanoy
DISTRICT 4	Roy Johnson

ENGINEER OF RECORD: J. TANNER RACHAL, P.E. 96670

MEAD & HUNT PROJECT MANAGER: CARL ROSS ALBANO, P.E. 94258

CITY OF HOLLY HILL PROJECT MANAGER: JOSEF GRUSAUSKAS

Mead & Hunt

Mead and Hunt, Inc.
4401 Eastport Parkway
Port Orange, FL 32127
phone: 386-761-6810
meadhunt.com
FL Cert. #26730

HOLLY HILL FLORIDA

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CITY OF HOLLY HILL
LIFT STATION #20 BYPASS PUMP

926 FLOMICH STREET
HOLLY HILL, FL

ISSUED
100% BID SET

JOHN T. RACHAL
LICENSE
No. 96670
DocuSigned by:
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

This item has been digitally signed and sealed by John T. Rachal, P.E. on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

DATE: APRIL 2025
DESIGNED BY: CRA
DRAWN BY: RAP
CHECKED BY: RF
DO NOT SCALE DRAWINGS

SHEET CONTENTS
COVER SHEET

SHEET NO.
G-001

Attachment: Exhibit A - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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4/29/2025 10:21:10 AM

Docusign Envelope ID: C2795BA6-8D33-4AC8-B4D6-E5362025F0DE

GENERAL NOTES

1. PRIOR TO BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL REVIEW THE CITY OF HOLLY HILL UTILITIES DEPARTMENT STANDARD DETAILS, LATEST EDITION AND TECHNICAL SPECIFICATIONS AND COMPLY WITH THE REQUIREMENTS UNLESS OTHERWISE NOTED IN THE PLANS.

2. THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE A REVIEW OF THE SITE TO DETERMINE EXISTING CONDITIONS AND ANYTHING NOT SHOWN ON THESE DRAWINGS SHOULD BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND SHALL NOT CONSTITUTE AN EXTRA UNLESS APPROVED BY THE ENGINEER. THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS AND OTHER FEATURES AFFECTING HIS WORK PRIOR TO CONSTRUCTION.

3. THE OWNER SHALL NOT BE HELD RESPONSIBLE FOR INACCURACIES OR OMISSIONS IN THE LOCATION, ELEVATION AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER EXISTING FEATURES.

4. THE CONTRACTOR SHALL CONTACT THE ENGINEER'S OFFICE IMMEDIATELY ON ANY CONFLICTS ARISING DURING CONSTRUCTION OF ANY IMPROVEMENTS SHOWN ON THESE DRAWINGS.

5. GRADES SHOWN ARE EXISTING GRADES, AS GATHERED BY SURVEYOR.

6. ADEQUATE EXCAVATION, SHEATING, SHORING AND BRACING SHALL BE PROVIDED AND SHALL CONFORM TO CONSTRUCTION REQUIREMENTS AS SET FORTH BY THE FEDERAL DEPARTMENT OF LABOR, OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION.

7. ALL UNDERGROUND UTILITIES HAVE NOT BEEN LOCATED. HORIZONTAL AND VERTICAL DATA IS BASED ON THE BEST INFORMATION AVAILABLE AND SHOULD BE CONSIDERED APPROXIMATE. IT IS POSSIBLE THAT CERTAIN UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON THE PLANS. THE CONTRACTOR IS RESPONSIBLE FOR CALLING IN LOCATES AND LOCATING ALL UTILITIES PRIOR TO CONSTRUCTION WORK STARTING.

8. ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH ALL GOVERNING STANDARDS, SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS.

9. INDIVIDUAL UTILITY OWNERS SHALL BE RESPONSIBLE FOR ANY UTILITIES TO BE ADJUSTED BY OTHERS AS DIRECTED BY THE CITY'S REPRESENTATIVE FOR THE CONSTRUCTION OF THIS PROJECT.

10. THE CONTRACTOR SHALL NOTIFY ALL UTILITY OWNERS TWO (2) BUSINESS DAYS PRIOR TO ANY EXCAVATION. (CALL SUNSHINE 811).

APPARENT UTILITY OWNERS:

AT&T.....(561) 683-2729
CENTRY LINK FIBER.....(877) 366-8344
CHARTER COMMUNICATIONS.....(386) 872-6913
CITY OF DAYTONA BEACH.....(386) 671-8827
CITY OF HOLLY HILL.....(386) 248-9463
CROWN CASTLE FIBER.....
FLORIDA POWER & LIGHT.....(386) 586-6403
MCI.....
RESURGENCE INFRASTRUCTURE GROUP.....(850) 826 -0846
SPRINT.....(352) 409-5095
UNITI FIBER INC.....(904) 718-8152
TECO PEOPLES GAS INC.....(813) 275-3783

11. ALL WORK PERFORMED ON ANY UTILITY SYSTEM OR SYSTEM COMPONENT THAT IS OWNED OR PROPOSED TO BE OWNED BY THE CITY SHALL BE PERFORMED BY AN EXPERIENCED UNDERGROUND UTILITY CONTRACTOR LICENSED IN THE STATE OF FLORIDA AND REGISTERED WITH THE CITY.

12. ALL PUBLIC LAND CORNERS AND NGVD MONUMENTS WITHIN THE LIMITS OF CONSTRUCTION ARE TO BE PROTECTED. IF A PUBLIC LAND CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE PROJECT ENGINEER SHOULD NOTIFY THE CITY SURVEYOR WITHOUT DELAY BY TELEPHONE. IT SHALL BE THE CONTRACTOR'S FULL RESPONSIBILITY TO REPLACE/RESTORE ANY PROPERTY CORNER DISTURBED BY CONSTRUCTION ACTIVITIES. IF AN NGVD MONUMENT WITHIN THE LIMITS OF CONSTRUCTION IS IN DANGER OF BEING DISTURBED THE CONTRACTOR SHALL NOTIFY:

GEODETIC INFORMATION CENTER
ATTN: MARK MAINTENANCE SECTION
6001 EXECUTIVE BOULEVARD
ROCKVILLE, MARYLAND 20852
TELEPHONE: (301) 443-8319

13. B.M. DATUM IS NATIONAL GEODETIC VERTICAL DATUM OF 1988 (NGVD-1988) AND STATE PLANE COORDINATES ARE BASED UPON NAD 83.

14. ALL DISPLACED SIGNS SHALL BE RELOCATED IN EQUAL OR BETTER THAN PRE-CONSTRUCTION CONDITION AT THEIR EXISTING STATION ACCORDING TO F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARDS (LATEST EDITION) UNLESS OTHERWISE NOTED IN THE PLANS.

15. SIGNS THAT ARE REMOVED AND ARE TO BE RELOCATED SHALL BE STOCK PILED BY THE CONTRACTOR. ANY EXISTING SIGNS DAMAGED DURING CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR AT HIS COST.

16. ALL EXISTING DRAINAGE STRUCTURES AND UTILITIES WITHIN THE CONSTRUCTION LIMITS SHALL REMAIN, UNLESS OTHERWISE NOTED IN PLANS.

17. ALL STORM SEWER LINES AND INLETS SHALL BE CLEANED OF DEBRIS AND ERODED MATERIALS AT LAST STAGES OF CONSTRUCTION.

18. ANY DRAINAGE PROBLEMS CREATED BY CONSTRUCTION, OR EXISTING BEFORE CONSTRUCTION AND NOT ALLEVIATED, SHOULD BE BROUGHT TO THE ATTENTION OF THE CITY OF HOLLY HILL PUBLIC WORKS DEPARTMENT AT THE TIME OF DISCOVERY.

19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS AS WELL AS THE REQUIREMENTS OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT. CONTRACTOR SHALL ESTABLISH BEST MANAGEMENT AND EROSION CONTROL METHODS PRIOR TO COMMENCING ANY SITE CLEARING OR DEMOLITION AND SHALL MAINTAIN THOSE BARRIERS UNTIL FINAL ACCEPTANCE OF THE PROJECT. INLETS SHALL BE PROTECTED FROM RECEIVING SILTY RUNOFF BY MEANS ACCEPTABLE TO THE CITY.

20. THE EROSION, SEDIMENT, AND TURBIDITY CONTROL MEASURES DELINEATED HEREON ARE THE MINIMUM REQUIRED. ADDITIONAL CONTROLS MAY BE NEEDED, DEPENDING UPON THE ACTUAL SITE CONDITIONS, JURISDICTIONAL AGENCY PERMIT REQUIREMENTS AND CONSTRUCTION OPERATIONS. STAKED SILT FENCE SHALL BE UTILIZED TO CONTROL EROSION AND RELEASE OF SUSPENDED SOLIDS AND SEDIMENT TRACKING CONTROL DEVICES SHALL BE USED TO PREVENT THE OFFSITE TRANSPORT OF SEDIMENT BY MOTORIZED VEHICLES. IF CONTROL MEASURES DO NOT PROVE SATISFACTORY, WORK SHALL CEASE UNTIL NEW MEASURES ARE ADOPTED WITH SATISFACTORY RESULTS.

21. ALL EROSION AND SEDIMENT TRACKING CONTROL DEVICES SHALL BE INSPECTED DAILY AND IMMEDIATELY FOLLOWING A RAINFALL EVENT. ANY DEFICIENCIES FOUND IN THE EROSION CONTROL MEASURES SHALL BE REPAIRED IMMEDIATELY. THE CONTRACTOR SHALL KEEP A LOG BOOK DOCUMENTING THESE DAILY INSPECTIONS, DEFICIENCIES AND REMEDIAL ACTIONS.

22. ALL UNSUITABLE SOILS AND UNSUITABLE MATERIALS (SUCH AS CLAY, ORGANICS, ROCK, CEMENTED COQUINA, DEBRIS, ETC...) SHALL BE REMOVED, DISPOSED OF AND REPLACED WITH DRY COMPACTED GRANULAR MATERIAL SATISFACTORY TO THE CITY. THE COST OF THE WORK AND MATERIALS IS TO BE INCLUDED IN THE UNIT PRICE OF THE ASSOCIATED PAY ITEMS. ROCK EASILY MOVED WITH A STANDARD EXCAVATOR AND ABLE TO BE COMMINGLED WITH BACKFILL MATERIAL SHALL NOT BE ELIGIBLE FOR UNSUITABLE MATERIAL PAYMENT.

23. ROCK AND CEMENTED COQUINA OR OTHER MATERIALS UNSUITABLE FOR BACKFILL SHALL BE DISPOSED OF BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.

24. MAINTENANCE OF TRAFFIC: THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING VEHICULAR AND PEDESTRIAN TRAFFIC SAFELY THROUGH THE WORK ZONE AT ALL TIMES. ANY SIDEWALK, LANE OR ROAD CLOSURE REQUIRES REVIEW AND APPROVAL IN ADVANCE AND A SEVEN (7) DAY MINIMUM NOTICE TO THE CITY OF HOLLY HILL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REQUIRED COORDINATION.

25. MAINTENANCE OF TRAFFIC WILL BE IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAY CONSTRUCTION, MAINTENANCE AND UTILITY OPERATIONS" AND "THE FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS" LATEST EDITIONS.

26. ALL OUTAGES FOR TIE-INS SHALL BE COORDINATED WITH THE CITY OF HOLLY HILL. OUTAGES SHALL BE LIMITED TO TWO HOURS DURING WORKING HOURS. OUTAGES MAY BE EXTENDED DURING OFF PEAK TIMES WITH APPROVAL FROM THE CITY.

27. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY AND THE CONTRACTOR'S EXPENSE TO PROVIDE THE CONSULTING ENGINEER WITH "AS-BUILT" DRAWINGS OF CONSTRUCTION. DRAWINGS SHALL CONTAIN SPECIFIC LOCATION OF ALL WATER MAINS, FORCE MAINS AND RECLAIMED WATER MAINS, VALVES AND SERVICE.

28. RESTORE SITE, INCLUDING BUT NOT LIMITED TO, GRAVEL, PLANTS, FENCING, AND SIDEWALK, TO ORIGINAL CONDITION UPON COMPLETION OF PROPOSED CONSTRUCTION.

5/1/2025

Mead & Hunt
Mead and Hunt, Inc.
4401 Eastport Parkway
Port Orange, FL 32127
phone: 386-761-6810
meadhunt.com
FL Cert. #26730

HOLLY HILL FLORIDA

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CITY OF HOLLY HILL
LIFT STATION #20 BYPASS PUMP

926 FLOMICH STREET
HOLLY HILL, FL

ISSUED
60% SUBMITTAL

JOHN T. RACHAL LICENSE No. 96670 STATE OF FLORIDA PROFESSIONAL ENGINEER
Digitally signed by John T. Rachal
DocuSigned by: 092A2EDE136F44B...

This item has been digitally signed and sealed by John T. Rachal, P.E. on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

M&H NO.:	1000710-250981.01
DATE:	APRIL 2025
DESIGNED BY:	RAP
DRAWN BY:	RAP
CHECKED BY:	RAP

DO NOT SCALE DRAWINGS

SHEET CONTENTS
GENERAL NOTES

SHEET NO.
G-002

Attachment: Exhibit A - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

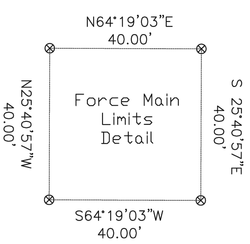
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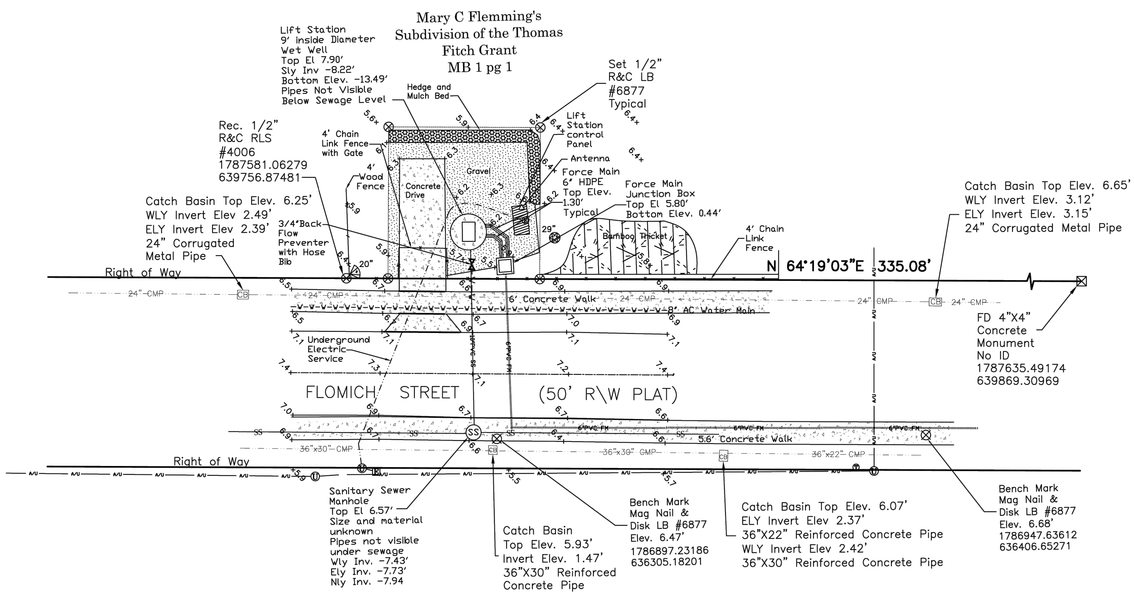
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LIFT STATION #20
Special Purpose Asbuilt Survey

SCALE : 1" = 20'





LEGEND:

A\C	Air conditioning pad	IP	Iron pipe
A\U	Aerial utilities	L	Arc length
ACLRR	Atlantic Coastline Railroad	LB	Licensed business
CALC	Calculation	N(LY)	North(erly)
CB	Catch basin	NAVD	North American Vertical Datum
cl	Centerline	PC	Point of curve
CM	Concrete monument	PCP	Permanent control point
CONC	Concrete	POB	Point of beginning
	Cable riser	POC	Point of commencement
	Cable TV service	PT	Point of tangent
	Delta	R	Radius
	Degree	R&C	Rod and cap
DESC	Description	REC	Recovered
Doc	Document	RLS	Registered land surveyor
E(LY)	East(erly)	R/W	Right of Way
	Electric meter	S(LY)	South(erly)
EMT	Electrical metal tubing		Telephone service
FD	Found	TYP	Typical
FLD	Field		Utility pole
FPC	Florida Power Corporation		Utility services
FPLS	Florida Professional Land Surveyor		Well
	Fire Hydrant	W(LY)	West(erly)
	Gas meter		Water meter
	Guy Anchor		
	Electric Service		

1. Special Purpose Asbuilt Survey field work completed 06/06/2024.
2. Bearing Basis GRID: NAD 83 Florida East Zone N64°19'03"E along the Northerly Right of Way of Flomich Street.
3. Dimensions shown are feet and decimals thereof.
4. Underground foundations, if any, were not located.
5. Elevations are North American Vertical Datum 1988.
6. State Plane Coordinates are Florida East Zone, NAD 83
7. Sanitary Sewer pipe and material as reported by the City Public Works Department.

TREE LEGEND:

PALM

SWEETGUM

NOTE:
Number beside tree indicates diameter at 4.5' Above Grade.

Site Description:
Lift Station No. 20

This survey exclusively prepared for:
Danus Utilities

Job Number 21307-3 Crd #88050 FB 343 @ 58-59

(not valid unless signed and embossed with surveyor's seal)
MICHAEL M. MYER, PSM LS4006

MYER LAND SURVEYING, INC.
LICENSED BUSINESS #6877
MICHAEL M. MYER PLS 4006
PROFESSIONAL LAND SURVEYOR
316 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
386 255-6304 Phone MyerLandSurveying@Gmail.Com

SCALE	DESIGNED	DRAWN	CHECKED	DATE
1" = 20'		ALH	MMM	6/12/2024

Mead & Hunt

Mead and Hunt, Inc.
4401 Eastport Parkway
Port Orange, FL 32127
phone: 386-761-6810
meadhunt.com
FL Cert. #28730

HOLLY HILL FLORIDA

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CITY OF HOLLY HILL
LIFT STATION #20 BYPASS PUMP

926 FLOMICH STREET
HOLLY HILL, FL

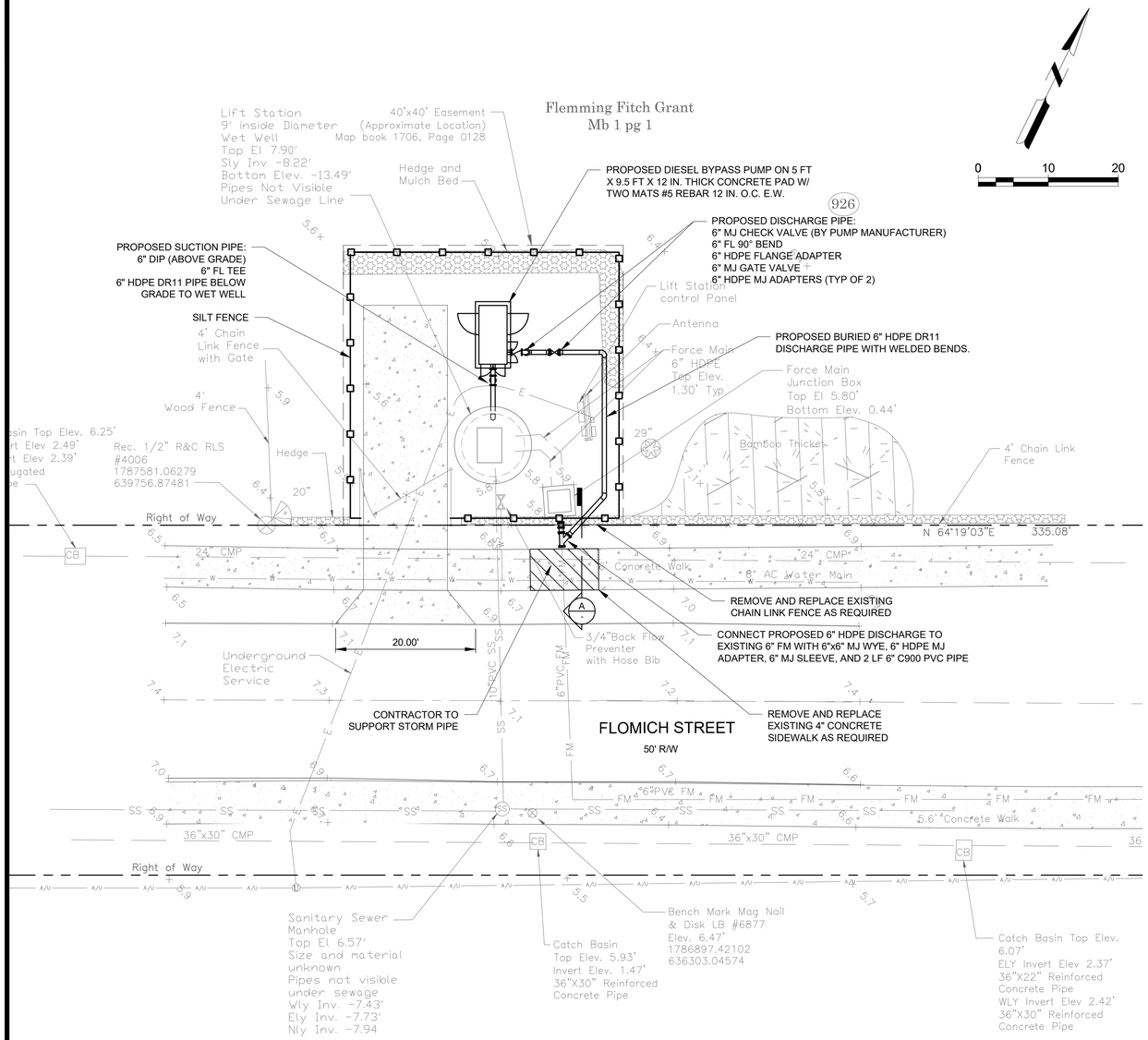
ISSUED
04/29/25 BID SET

MEAD & HUNT NO: 1000710-250981.01
DATE: APRIL 2025
DESIGNED BY: CRA
DRAWN BY: RAP
CHECKED BY: RF
DO NOT SCALE DRAWINGS

SHEET CONTENTS
EXISTING CONDITION SURVEY

SHEET NO.
G-041

Docusign Envelope ID: C2795BA6-8D33-4AC8-B4D6-E5362025F0DE



SITE PLAN

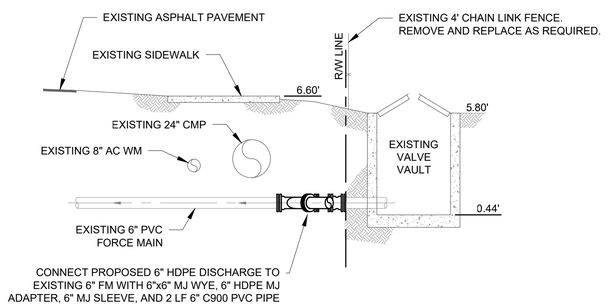
1" = 10'

0 5 10 20

SANITARY SEWER CONSTRUCTION NOTES

1. THE CITY'S PUBLIC UTILITIES DEPARTMENT 386-248-9463 SHALL BE GIVEN A MINIMUM OF 48 HOURS ADVANCE NOTICE (NOT INCLUDING HOLIDAYS OR WEEKENDS) PRIOR TO BEGINNING ANY SANITARY SEWER CONSTRUCTION.
2. THE CONTRACTOR SHALL AT ALL TIMES, DURING PIPE LAYING OPERATIONS, DEWATER THE GROUND SUFFICIENTLY TO KEEP THE GROUNDWATER ELEVATION A MINIMUM OF 6" BELOW THE PIPE BEING LAID WITHIN THE AREA OF THE TRENCH.
3. ALL PIPES SHALL BE LAID ON A FIRM FOUNDATION. SOFT OR SPONGY BEDDING FOR PIPES IS NOT ACCEPTABLE. ANY UNSUITABLE MATERIAL SHALL BE REMOVED AND REPLACED WITH A DRY, COMPACTED, GRANULAR MATERIAL SATISFACTORY TO THE CITY.
4. ON ALL EXCAVATION AND BACKFILLING THE CONTRACTOR SHALL PROVIDE ADEQUATE SHEETING AND BRACING IN ORDER TO PROVIDE FOR THE SAFETY OF WORKMEN, AS WELL AS REPRESENTATIVES OF THE CITY, THE DESIGN ENGINEER, AND THE DEVELOPER.
5. ALL TRENCHES SHALL BE BACKFILLED WITH CLEAN FILL AND COMPACTED TO THE SPECIFIED MINIMUM COMPACTION (95% IN UNPAVED AREAS AND 98% IN PAVED AREAS) OF THE OPTIMUM DENSITY OF THAT MATERIAL BASED ON THE AASHTO T-180 MODIFIED PROCTOR TEST.
6. THE CONTRACTOR SHALL EMPLOY AN INDEPENDENT TESTING LABORATORY AT HIS OWN EXPENSE TO INSURE THAT COMPACTION OF ALL FILL MATERIAL IS COMPLETED PROPERLY. TESTS SHALL BE DONE ONE FOOT ABOVE THE PIPE AND THEN AT ONE FOOT VERTICAL INTERVALS UNTIL FINAL GRADE IS REACHED. TESTING SHALL BE COMPLETED AND TEST DOCUMENTS SUBMITTED TO THE CITY AT A MINIMUM FREQUENCY OF ONE SET OF TESTS BETWEEN EACH MANHOLE AND ONE ADDITIONAL SET OF TESTS AT EVERY MANHOLE. IDENTIFICATION OF TEST LOCATIONS SHALL BE CLEARLY INDICATED ON TEST REPORTS. TEST RESULTS SHALL BE FORWARDED PROMPTLY TO THE CITY'S DESIGNATED SITE INSPECTOR.
7. THE CONTRACTOR SHALL INSTALL A METALLIZED FOIL LOCATOR TAPE, OR SIMILAR DEVICE AS MAY BE APPROVED BY THE CITY FOR THE FULL LENGTH OF ALL PVC SEWAGE FORCE MAINS. THIS PIPE LOCATOR AID SHALL BE INSTALLED BETWEEN 15" AND 24" BELOW FINISHED GRADE OR AS DIRECTED BY THE MANUFACTURER. TAPE SHALL BE COLOR CODED GREEN FOR SANITARY SEWER AND FORCE MAIN. A No. 12 WIRE SHALL BE INSTALLED WITH WIRE BROUGHT UP AT ALL VALVES.
8. ALL TESTING REQUIRED BY THE CITY SHALL BE PAID FOR BY THE CONTRACTOR/DEVELOPER.
9. ALL SANITARY SEWER FORCE MAINS WITH THE EXCEPTION OF FUSED HDPE, SHALL USE A THRUST RESTRAINT JOINT METHOD IN COMPLIANCE WITH THE DUCTILE IRON PIPE RESEARCH ASSOCIATION GUIDELINES MODIFIED TO ACCOMMODATE PVC PIPE BY FOLLOWING THE RECOMMENDED INCREASE IN RESTRAINT LENGTH CORRESPONDING TO THE INSTALLATION OF POLYETHYLENE WRAP. IN NO INSTANCE SHALL THRUST BLOCKS BE PERMITTED.
10. CONTEC A-2000 PVC PIPE SHALL NOT BE ALLOWED FOR USE.
11. EZ-WRAP PLASTIC, AS MANUFACTURED BY PRESS SEAL GASKET CORPORATION, SHALL BE USED ON THE OUTSIDE OF ALL MANHOLE AND WETWELL JOINTS. APPLY ONE LAYER OF 9" WRAP CENTERED ON EACH JOINT. A CITY INSPECTOR SHALL PERSONALLY INSPECT ALL JOINT SEALS PRIOR TO BACKFILLING OPERATIONS.
12. ALL PROPOSED SEWER FORCE MAINS SHALL BE FLUSHED, PRESSURE TESTED AND CLEARED FOR SERVICE IN ACCORDANCE WITH THE LATEST AWWA STANDARDS AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUIREMENTS. THE CONTRACTOR SHALL NOTIFY THE CITY'S DESIGNATED SITE INSPECTOR WHO SHALL COORDINATE WITH CITY PERSONNEL AT THE WATER OR WASTEWATER TREATMENT PLANT (AS APPROPRIATE) AT LEAST 48 HOURS PRIOR TO BEGINNING A FULL-DIAMETER FLUSH OF THE MAINS PRIOR TO THE COMMENCEMENT OF PRESSURE TESTING (SUBJECT TO AVAILABILITY).
13. ALL IN-LINE SANITARY SEWER FORCE MAIN VALVES SHALL BE RESILIENT SEAT (AWWA C-509) VALVES FEATURING A LINED DUCTILE IRON BODY.
14. WITH RESPECT TO TIE-IN CONNECTIONS AND CORING OPERATIONS, THE CITY RESERVES THE RIGHT TO REQUIRE CONNECTIONS TO BE PERFORMED DURING PERIODS OF LOW FLOW (MIDNIGHT TO 6:00 A.M.) IN ORDER TO MINIMIZE SERVICE DISRUPTION TO EXISTING CUSTOMERS.
15. ALL WORK PERFORMED UPON SANITARY SEWER FACILITIES OWNED OR PROPOSED TO BE OWNED BY THE CITY SHALL BE CONSTRUCTED BY AN UNDERGROUND UTILITY CONTRACTOR, OR LICENSED GENERAL CONTRACTOR, WHO IS LICENSED IN THE STATE OF FLORIDA AND REGISTERED WITH THE CITY.
16. UPON CONSTRUCTION COMPLETION AND ACCEPTANCE OF THE SYSTEM, IT SHALL BE THE DESIGN ENGINEER'S RESPONSIBILITY TO ENSURE THAT THE SYSTEM IS PROPERLY CERTIFIED AND ACCEPTED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND AS-BUILTS ARE PROVIDED TO THE CITY PRIOR TO ANY USE OF THE SYSTEM.
17. FOR CONSTRUCTION PURPOSES, THE PLANS SHALL DIMENSION THE LOCATION, OF ALL FORCE MAINS MEASURED FROM THE BACK OF CURB (OR EDGE OF PAVEMENT, IF NO CURBING EXISTS).
18. ALL HDPE PIPE INSTALLED FOR SEWAGE FORCE MAINS SHALL BE SDR11 UNLESS SPECIFICALLY NOTED OTHERWISE. THE HDPE PIPE SHALL BE SIZED TO MATCH THE EXTERNAL DIAMETER OF THE PVC OR DIP TO WHICH IT IS ATTACHED.
19. ALL PVC PIPE SHALL BE STORED IN SUCH A WAY AS TO PREVENT WARPING, DEFLECTION, OR DEFORMATION. ANY PIPE DEEMED TO BE MISSHAPED IN ANY WAY FOR ANY REASON SHALL BE REJECTED.
20. NO USED, RE-USED, RUSTED, SECOND HAND, OR ANY MATERIAL THAT IS NOT NEW SHALL BE USED IN ANY UTILITY IMPROVEMENT PROJECTS WITHIN THE CITY'S SERVICE AREA.

5/1/2025



SECTION VIEW

A

1/4" = 1'-0"

0 2' 4' 8'

Mead & Hunt
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4401 Eastport Parkway
Port Orange, FL 32127
phone: 386-761-6810
meadhunt.com
FL Cert. #26730

HOLLY HILL
FLORIDA

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CITY OF HOLLY HILL
LIFT STATION #20 BYPASS PUMP

926 FLOMICH STREET
HOLLY HILL, FL

ISSUED
04/29/25 BID SET

JOHN T. RACHAL
LICENSE
No. 96670
DocuSigned by:
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

This item has been digitally signed and sealed by John T. Rachal, P.E. on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

M&H NO.:	1000710-250981.01
DATE:	APRIL 2025
DESIGNED BY:	CRA
DRAWN BY:	RAP
CHECKED BY:	RF

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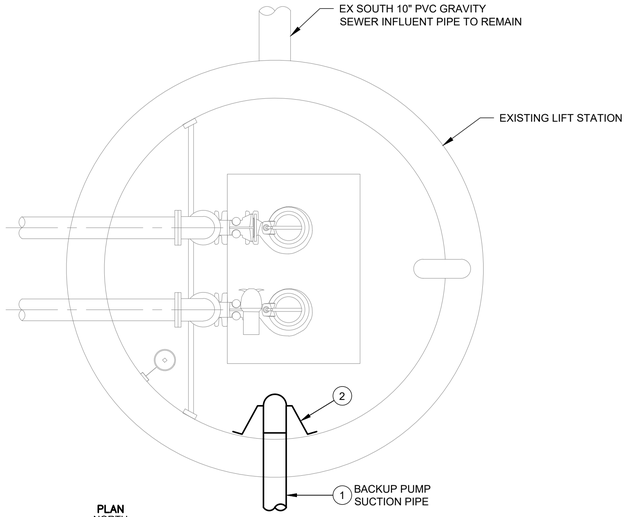
SHEET CONTENTS
PROPOSED SITE PLAN

SHEET NO.
C-141

Attachment: Exhibit A - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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PLAN
NORTH

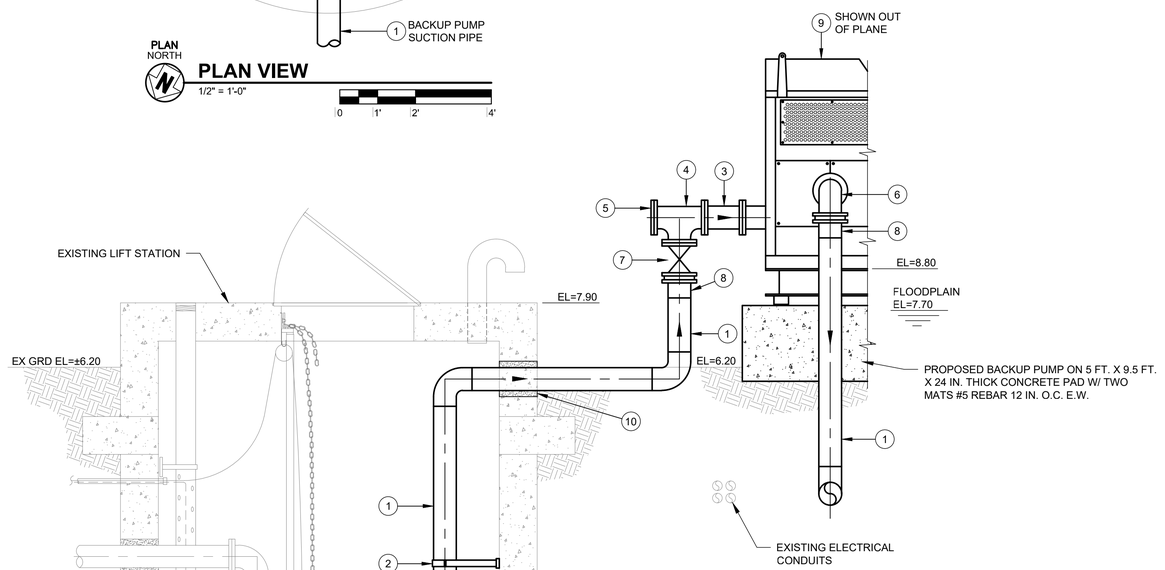
PLAN VIEW

1/2" = 1'-0"

0 1' 2' 4'

EQUIPMENT KEY LIST

1. 6" HDPE DR11 DISCHARGE/SUCTION PIPE WITH WELDED FITTINGS.
2. PROVIDE 6" PIPE STANDOFF BRACKETS FOR HDPE SUCTION PIPE AT MINIMUM 5'-0" SPACING
3. 6" FL DIP SPOOL PIECE. MAXIMUM 12" LONG
4. 6" FL TEE
5. 6" BLIND FLANGE
6. 6" FL 90° BEND
7. 6" FL GATE VALVE
8. 6" HDPE FLANGE ADAPTER (TYP OF 2)
9. THOMPSON PUMP 6JSC BACKUP PUMP, DIESEL DRIVEN, 380 GPM @ 45' TDH @ 1,700 RPM (MAX 43 HP @ 2,400 RPM), 75 GALLON FUEL TANK, AND FLOAT SYSTEM (INDEPENDENT OF 4 FLOATS SHOWN IN BELOW TABLE)
10. CORE DRILL AND GROUT SEAL AROUND PROPOSED SUCTION PIPE WITH H_2S RESISTANT NON-SHRINK GROUT. REPAIR "RAVEN" EPOXY INTERIOR LINER IN EXISTING WET WELL. (SEE PROJECT SPECIFICATIONS)



SECTION VIEW

1/2" = 1'-0"

0 1' 2' 4'

LIFT STATION NOTES:

1. ALL DISTURBED AREAS TO BE REGRADED AND SODDED TO MATCH EXISTING UNLESS OTHERWISE NOTED.
2. ALL HARDWARE INSIDE WETWELL TO BE 316 STAINLESS STEEL.
3. COAT ALL DIP PIPING, VALVES, FITTINGS IN WET WELL AND VALVE VAULT WITH 15 MILS OF COAL TAR EPOXY.

5/1/2025

Mead & Hunt

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HOLLY HILL
FLORIDA

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CITY OF HOLLY HILL
LIFT STATION #20 BYPASS PUMP

926 FLOMICH STREET
HOLLY HILL, FL

ISSUED FOR BIDDING

JOHN T. RACHAL
LICENSE
No. 96670
STATE OF FLORIDA
PROFESSIONAL ENGINEER

DocuSigned by:
John T. Rachal
0B0AED5C1B6F44B...

This item has been digitally signed and sealed by John T. Rachal, P.E. on the date adjacent to the seal.

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CHECKED BY:	RF

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SHEET CONTENTS

LIFT STATION DETAILS

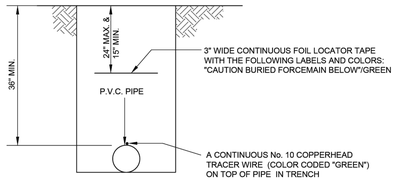
SHEET NO.

C-501

Attachment: Exhibit A - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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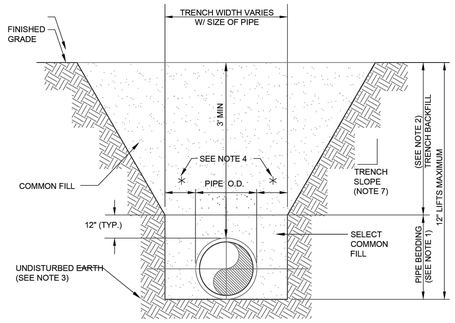


"TERRA TAPE D" or SIMILAR

NOTE:

1) A CONTINUOUS No. 10 COPPERHEAD TRACER WIRE TO BE INSTALLED WITH ALL NON-METALLIC PIPE. WIRE SHALL BE BROUGHT UP TO GRADE AT ALL VALVES OUTSIDE P.V.C. SLEEVE, (SEE DETAIL W-6).
2) ALL TRACER WIRES SHALL BE INTERCONNECTED WITH WATER PROOF WIRE NUT CAP OR WITH SIMILAR WATER PROOF SPLICE KIT AT ANY SPLICE AND WHERE SERVICES CONNECT TO MAINS.
3) A SUCCESSFUL CONTINUITY TEST SHALL BE CONDUCTED AND WITNESSED BY A CITY INSPECTOR AT THE COMPLETION OF TRACER WIRE INSTALLATION.

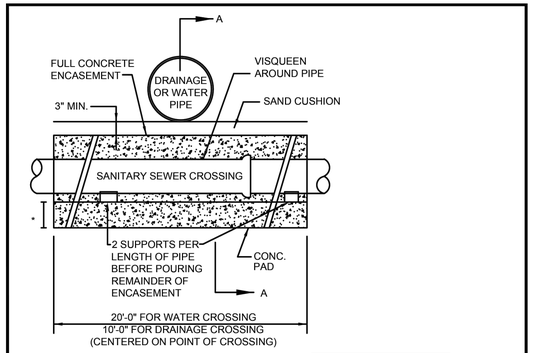
HOLLY HILL FLORIDA	CITY OF HOLLY HILL, FLORIDA STANDARD CONSTRUCTION DETAILS LOCATOR TAPE/ TRACERWIRE INSTALLATION FOR SEWER FORCE MAIN, PIPELINES	DATE 01/2020 DETAIL NUMBER SS-14



NOTES:

1. PIPE BEDDING: SELECT COMMON FILL COMPACTED TO 95 % OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
2. TRENCH BACKFILL: COMMON FILL COMPACTED TO 95 % OF THE MAXIMUM DENSITY AS PER AASHTO T-180, (98% DENSITY REQUIRED UNDER DRIVEWAYS, PAVEMENT AND STRUCTURES).
3. PIPE BEDDING UTILIZING SELECT COMMON FILL OR BEDDING ROCK IN ACCORDANCE WITH TYPE "A" BEDDING AND TRENCHING DETAIL MAY BE REQUIRED AS DIRECTED BY THE CITY.
4. ( ): 45° MAX. FOR PIPE DIAMETER LESS THAN 24", AND 24" MAX. FOR PIPE DIAMETER 24" AND LARGER.
5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
6. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF FLOW.
7. REFER TO OSHA REQUIREMENTS FOR SLOPING, SHEETING AND BRACING IN EXCAVATIONS.
8. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF GOVERNING AGENCIES. SURFACE RESTORATION WITHIN RIGHT-OF-WAY SHALL COMPLY WITH REQUIREMENTS OF RIGHT-OF-WAY UTILIZATION REGULATIONS AND ROAD CONSTRUCTION SPECIFICATIONS.

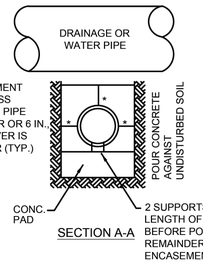
HOLLY HILL FLORIDA	CITY OF HOLLY HILL, FLORIDA STANDARD CONSTRUCTION DETAILS TYPE "B" BEDDING AND TRENCH (TYPICAL FOR WATER, SEWER, FORCE MAIN, STORM DRAIN AND RECLAIMED WATER MAIN INSTALLATIONS)	DATE 01/2020 DETAIL NUMBER SS-18



ELEVATION

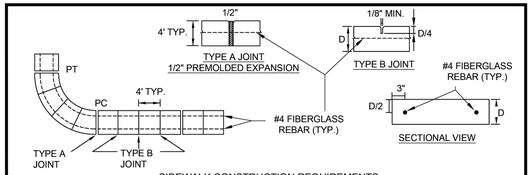
NOTES:

1. ALL CONCRETE SHALL BE 3000 PSI MINIMUM 28 DAYS STRENGTH.
2. WATER MAIN SHALL BE LOCATED ABOVE OR BELOW ENCASEMENT AS SHOWN ON PLANS OR DETERMINED IN THE FIELD, USE ENCASEMENT WHERE VERTICAL CLEARANCE WATER MAIN AND SEWER MAIN IS LESS THAN 18 INCHES.
3. NO DUCTILE IRON SEWER PIPE IS PERMITTED.



SECTION A-A

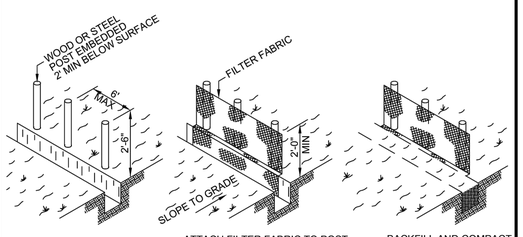
HOLLY HILL FLORIDA	CITY OF HOLLY HILL, FLORIDA STANDARD CONSTRUCTION DETAILS SEWER / WATER / DRAINAGE CROSSING	DATE 02/2020 DETAIL NUMBER GD-19



SIDEWALK CONSTRUCTION REQUIREMENTS

1. ALL CONCRETE SIDEWALKS & BIKEPATHS IN PUBLIC RIGHT-OF-WAY, PRIVATE RIGHT-OF-WAY, AND ON NON-RESIDENTIAL SITES SHALL CONTAIN FIBERGLASS REINFORCEMENT EXCEPT REPAIRS TO NON-REINFORCED EXISTING SIDEWALKS. FIBERGLASS REINFORCEMENT SHALL NOT BE REQUIRED ON PRIVATE RESIDENTIAL SIDEWALKS.
2. SIDEWALKS, BIKE PATHS, RAMPS, AND DRIVEWAY APRONS SHALL BE CONSTRUCTED OF PLAIN PORTLAND CEMENT CONCRETE WITH FIBERGLASS REINFORCEMENT, HAVING A MAXIMUM SLUMP OF 3 INCHES, A MINIMUM DEVELOPED COMPRESSIVE STRENGTH OF 3000 P.S.I. IN 28 DAYS, AND A MINIMUM UNIFORM THICKNESS OF 4 INCHES WHERE INTENDED SOLELY FOR PEDESTRIAN TRAFFIC, AND 6 INCHES THICK WHERE MOTOR VEHICLES ARE LIKELY TO CROSS.
3. 2 - #4 CONTINUOUS FIBERGLASS BARS (6" OVERLAP REQUIRED) SHALL BE INSTALLED LONGITUDINALLY, 3" FROM THE EDGE OF ALL BIKE PATHS AND SIDEWALKS, TO CONTROL DIFFERENTIAL MOVEMENT AT JOINTS.
4. SIDEWALKS AND BIKE PATHS SHALL BE PLACED PARALLEL TO, AND ONE FOOT WITHIN THE RIGHT-OF-WAY LINE EXCEPT THAT THE CITY MAY APPROVE DEVIATIONS TO SAVE SPECIMEN TREES PROVIDED THAT THE SIDEWALK REMAINS WITHIN THE RIGHT-OF-WAY OR AN APPROVED SIDEWALK EASEMENT ABUTTING THE RIGHT OF WAY. SIDEWALKS AND BIKE PATHS SHOULD BE LOCATED AT LEAST 4 FEET FROM THE EDGE OF THE STREET PAVEMENT UNLESS OTHERWISE APPROVED BY THE CITY.
5. THE TOP OF THE CONCRETE SHALL BE AT AN ELEVATION NO LOWER THAN THE CROWN OF THE ADJACENT ROADWAY, AND NO HIGHER THAN 6 INCHES ABOVE THE CROWN UNLESS APPROVED BY THE CITY TO MAKE A MORE NATURAL TRANSITION WITH THE ADJACENT LAND.
6. ISOLATION JOINTS (TYPE A JOINTS) SHALL BE PROVIDED BETWEEN EXISTING SLABS OR STRUCTURES AND FRESH CONCRETE, TO SEPARATE PEDESTRIAN SECTIONS FROM SECTIONS WHICH WILL ENCOUNTER VEHICLE TRAFFIC, TO SEPARATE FRESH PLACEMENT FROM CONCRETE WHICH HAS SET FOR MORE THAN 60 MINUTES, AND NO FARTHER APART THAN 100 FEET IN SIDEWALKS AND BIKE PATHS. JOINT MATERIAL SHALL BE PREFORMED JOINT FILLER MEETING FDOT SPECIFICATIONS (LATEST EDITION).
7. CONTROL JOINTS (TYPE B JOINTS) SHALL BE TOOLED INTO THE FRESH CONCRETE TO A DEPTH EQUAL TO 1/4 THE SLAB THICKNESS AND SPACED APART A DISTANCE EQUAL TO THE WIDTH OF THE SLAB OR 4 FEET WHICHEVER IS GREATEST.
8. THE SLAB SURFACE SHALL BE BROOM FINISHED TO BE SLIP RESISTANT, AND SHALL MATCH AS CLOSELY AS POSSIBLE THE FINISH OF EXISTING ADJACENT SLABS AND ALL EDGES SHALL BE TOOLED TO ELIMINATE SHARP CORNERS.
9. THE BEARING SUBSURFACE SHALL HAVE ALL ORGANIC, LOOSE, AND DELETERIOUS MATTER REMOVED, AND THE REMAINING CLEAN SOIL SHALL BE SMOOTH, SOUND, AND SOLID. ANY FILL MATERIAL SHALL BE COMPACTED TO A MINIMUM PROCTOR FIELD DENSITY OF 95 PERCENT.
10. ALL CONCRETE WORK IN THE RIGHT-OF-WAY SHALL BE INSPECTED BY THE CITY AFTER THE SUBSOIL IS PREPARED AND THE FORMS ARE SET, BUT BEFORE THE CONCRETE PLACEMENT BEGINS.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING THE FINISHED SLAB FROM ALL DAMAGE AND VANDALISM UNTIL THE CITY ACCEPTS OR APPROVES THE SLAB, AFTER WHICH TIME THE OWNER OF THE ABUTTING LAND SHALL BE RESPONSIBLE FOR THE SLAB IN ACCORDANCE WITH THE CITY CODE. ANY SLAB SECTION DAMAGED OR VANDALIZED PRIOR TO ACCEPTANCE OR APPROVAL SHALL BE CUT OUT BETWEEN JOINTS AND REPLACED. REPAIRS ARE NOT ACCEPTABLE.
12. SIDEWALKS LOCATED WITHIN THE RIGHT-OF-WAY SHALL NOT BE TINTED, STAINED, COLORED, OR COATED.
13. ALL FORMS SHALL BE REMOVED PRIOR TO ACCEPTANCE OR APPROVAL AND THE DISTURBED GROUND SHALL BE BACKFILLED, REGRADED, AND SODDED SO THAT THE WEAR SURFACE OF THE CONCRETE IS REASONABLY FLUSH WITH THE ADJACENT GRADE.

HOLLY HILL FLORIDA	CITY OF HOLLY HILL, FLORIDA STANDARD CONSTRUCTION DETAILS SIDEWALK CONSTRUCTION REQUIREMENTS	DATE 02/2020 DETAIL NUMBER GD-3

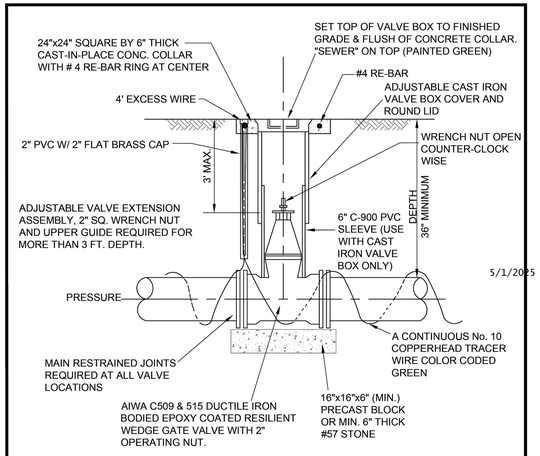


SILT FENCE DETAIL

NOTES:

1. MATERIALS, CONSTRUCTION METHODS AND MAINTENANCE SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD SPECIFICATIONS AND STANDARDS PLANS (LATEST EDITION).
2. CONTRACTOR SHALL PROVIDE SILT FENCES, SYNTHETIC JUTE BALES, WATTLES, AND/OR HAVE BEST MANAGEMENT PRACTICES (BMP'S) AS REQUIRED AT ALL STORMWATER DISCHARGE POINTS FOR EROSION CONTROL AND SEDIMENT CONTROL DURING CONSTRUCTION.
3. CONTRACTOR SHALL ROUGH GRADE STORM- WATER SWALES AND RETENTION AREAS PRIOR TO CONSTRUCTION OF SITE IMPROVEMENTS.
4. CONTRACTOR SHALL MEET ALL PERMIT CONDITIONS AS ESTABLISHED BY THE CITY OF HOLLY HILL AND ALL OTHER APPLICABLE AGENCIES, INCLUDING BUT NOT LIMITED TO COUNTY, FDOT, AND THE SJRWMD.
5. CONTRACTOR WILL BE ALLOWED TO USE A SMALL PIECE OF EQUIPMENT UP TO THE SIZE AND WEIGHT OF A D-3 DOZER TO CLEAR A NARROW PATH TO INSTALL THE SILT FENCE.

HOLLY HILL FLORIDA	CITY OF HOLLY HILL, FLORIDA STANDARD CONSTRUCTION DETAILS SILT FENCE TURBIDITY BARRIER	DATE 02/2020 DETAIL NUMBER RD-17



NOTES:

1. BOLT VALVES TO TEE OR CROSS WHEREVER AND WHENEVER APPLICABLE.
2. A CONTINUOUS TRACER WIRE TO BE COLOR CODED "GREEN" FOR SEWER, LAID ON TOP IN TRENCH .
3. GATE VALVE WEDGE SHALL BE COMPLETELY ENCAPSULATED WITH EDAM RUBBER.
4. ALL OUTSIDE HEX NUTS, BOLTS AND HARDWARE (EXCEPT MECHANICAL BOLTS SUCH AS "T" BOLTS) SHALL BE MINIMUM 316 STAINLESS STEEL GRADE.

HOLLY HILL FLORIDA	CITY OF HOLLY HILL, FLORIDA STANDARD CONSTRUCTION DETAILS SANITARY SEWER FORCE MAIN - VALVE & VALVE BOX (4" - 16")	DATE 02/2020 DETAIL NUMBER LS-17

Mead & Hunt
Mead and Hunt, Inc.
4401 Eastport Parkway
Port Orange, FL 32127
phone: 386-761-6810
meadhunt.com
FL Cert. #26730

HOLLY HILL FLORIDA

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CITY OF HOLLY HILL LIFT STATION #20 BYPASS PUMP

926 FLOMICH STREET
HOLLY HILL, FL

ISSUED
04 FIRST BID/PERMIT

JOHN T. RACHAL LICENSE No. 96670 STATE OF FLORIDA PROFESSIONAL ENGINEER
Docusigned by: John Rachal
5/1/2025

This item has been digitally signed and sealed by John T. Rachal, P.E. on the date adjacent to the seal.

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DATE: APRIL 2025
DESIGNED BY: CMG
DRAWN BY: RAP
CHECKED BY: RMG
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SHEET CONTENTS
CONSTRUCTION DETAILS

SHEET NO.
C-502

Attachment: Exhibit A - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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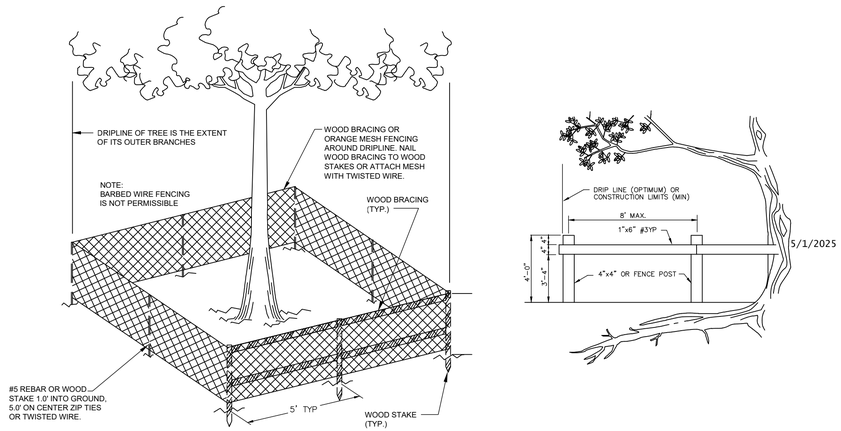
LOCATION OF PUBLIC WATER SYSTEM MAINS IN ACCORDANCE WITH F.A.C. RULE 62-555.314

Other Pipe	Horizontal Separation	Crossings (1)	Joint Spacing @ Crossings (Full Joint Centered)
Storm Sewer, Stormwater Force Main, Reclaimed Water (2)	Water Main 3 ft. minimum	Water Main 12 inches is the minimum, except for storm sewer, then 6 inches is the minimum and 12 inches is preferred	Alternate 3 ft. minimum Water Main
Vacuum Sanitary Sewer	Water Main 10 ft. preferred 3 ft. minimum	Water Main 12 inches preferred 6 inches minimum	Alternate 3 ft. minimum Water Main
Gravity or Pressure Sanitary Sewer, Sanitary Sewer Force Main, Reclaimed Water (4)	Water Main 10 ft. preferred 6 ft. minimum (3)	Water Main 12 inches is the minimum, except for gravity sewer, then 6 inches is the minimum and 12 inches is preferred	Alternate 6 ft. minimum Water Main
On-Site Sewage Treatment & Disposal System	10 ft. minimum	---	---

(1) Water main should cross above other pipe. When water main must be below other pipe, the minimum separation is 12 inches.
(2) Reclaimed water regulated under Part III of Chapter 62-610, F.A.C.
(3) 3 ft. for gravity sanitary sewer where the bottom of the water main is laid at least 6 inches above the top of the gravity sanitary sewer.
(4) Reclaimed water not regulated under Part III of Chapter 62-610, F.A.C.

Disclaimer – This document is provided for your convenience only. Please refer to F.A.C. Rule 62-555.314 for additional construction requirements.

1 **PIPE SEPARATION DIAGRAM**
NTS



NOTE:
HIGH VISIBILITY PLASTIC NETTING FENCE MAY BE SUBSTITUTED IF APPROVED BY REVIEWING AGENCY..
TREE PROTECTION TO BE INSTALLED ON ALL TREES TO REMAIN IN THE CONSTRUCTION AREA WHITING CLEARING LIMITS.
PROTECTION CAN BE INSTALLED AROUND GROUPS OF TREES EXTENDING OUT TO FARTHERMOST TREE DRIPLINE.

2 **TREE PROTECTION DETAIL**
NTS

Mead &Hunt
Mead and Hunt, Inc.
4401 Eastport Parkway
Port Orange, FL 32127
phone: 386-761-6810
meadhunt.com
FL Cert. #26730

HOLLY HILL
FLORIDA

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CITY OF HOLLY HILL
LIFT STATION #20 BYPASS PUMP

926 FLOMICH STREET
HOLLY HILL, FL

ISSUED
01/30/25 BID SET

JOHN T. RACHAL
LICENSE
No. 96670
DocuSigned by:
John Rachal
STATE OF FLORIDA
PROFESSIONAL ENGINEER

This item has been digitally signed and sealed by John T. Rachal, P.E. on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

M&H NO.: 1000710-250981.01
DATE: APRIL 2025
DESIGNED BY: ~~RAP~~ RRX
DRAWN BY: RAP
CHECKED BY: ~~RRX~~ RRX
DO NOT SCALE DRAWINGS

SHEET CONTENTS
CONSTRUCTION DETAILS

SHEET NO.
C-503

5/1/2025

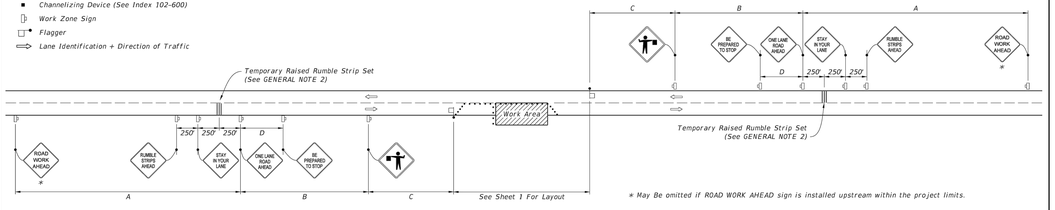
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Attachment: Exhibit A - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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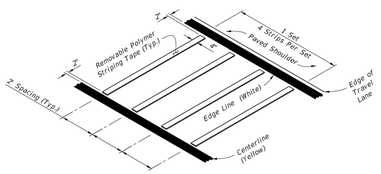
SYMBOLS:

- *Work Area*
- *Channelizing Device (See Index 102-600)*
- *Work Zone Sign*
- *Flagger*
- *Lane Identification + Direction of Traffic*



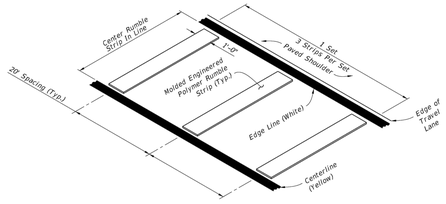
* May Be omitted if ROAD WORK AHEAD sign is installed upstream within the project limits.

WITH TEMPORARY RAISED RUMBLE STRIPS
(When Required See GENERAL NOTE 2)



REMOVABLE POLYMER STRIPING TAPE

RUMBLE STRIP SET OPTION - 1



MOLDED ENGINEERED POLYMER SET

RUMBLE STRIP SET OPTION - 2

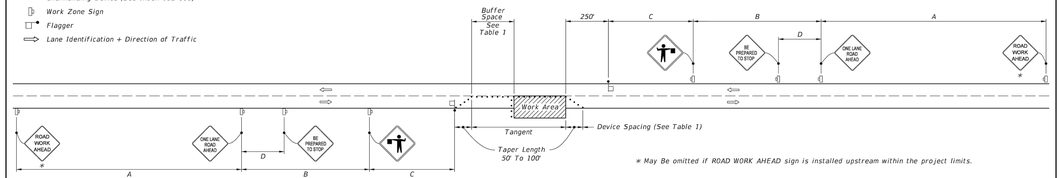
TEMPORARY RAISED RUMBLE STRIPS

LAST REVISION 11/01/17	REVISION	DESCRIPTION:	FDOT	FY 2020-21 STANDARD PLANS	TWO-LANE, TWO-WAY, WORK WITHIN THE TRAVEL WAY	INDEX 102-603	SHEET 2 of 3

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2/26/2020

SYMBOLS:

- *Work Area*
- *Channelizing Device (See Index 102-600)*
- *Work Zone Sign*
- *Flagger*
- *Lane Identification + Direction of Traffic*



* May Be omitted if ROAD WORK AHEAD sign is installed upstream within the project limits.

WITHOUT TEMPORARY RAISED RUMBLE STRIPS

GENERAL NOTES:

1. *Special Conditions may be required in accordance with these notes and the following sheets:*
   - *A. Railroad Crossings:*
     - *a. If an active railroad crossing is located closer to the Work Area than the queue length plus 300 feet, extend the Buffer Space as shown on Sheet 3.*
     - *b. If the queuing of vehicles across an active railroad crossing cannot be avoided, provide a uniformed traffic control officer or flagger at the highway–rail grade crossing to prevent vehicles from stopping within the highway–rail grade crossing, even if automatic train warning devices are in place.*
   - *B. If the Work Area encroaches on the Centerline, use the Layout for Temporary Lane Shift to Shoulder on Sheet 3 only if the Existing Paved Shoulder width is sufficient to provide for an 11' lane between the Work Area and the Edge of Existing Paved Shoulder. Reduce the posted speed when appropriate.*
2. *Temporary Raised Rumble Strips:*
   - *A. Use when both of the following conditions are met concurrently:*
     - *a. Existing Posted Speed is 55 mph or greater;*
     - *b. Work duration is greater than 60 minutes.*
   - *B. Use a consistent Strip color throughout the work zone.*
   - *C. Place each Rumble Strip Set transversely across the lane at locations shown.*
   - *D. Use Option 1 or Option 2 as shown on Sheet 2. Use only one option throughout work zone.*
3. *Additional one-way control may be provided by the following means:*
   - *A. Flag-carrying vehicle;*
   - *B. Official vehicle;*
   - *C. Pilot vehicles;*
   - *D. Traffic signals.*

   When flaggers are the sole means of one-way control, the flaggers must be in sight of each other or in direct communication at all times.
4. *When a side road intersects the highway within the TTC zone, place additional TTC devices in accordance with other applicable TCZ Indexes.*
5. *The two channelizing devices directly in front of the work area may be omitted provided vehicles in the work area have high-intensity rotating, flashing, oscillating, or strobe lights operating.*
6. *When Buffer Space cannot be attained due to geometric constraints, use the greatest attainable length, not less than 200 ft, for posted speeds greater than 25 mph.*
7. *ROAD WORK AHEAD and the BE PREPARED TO STOP signs may be omitted if all of the following conditions are met:*
   - *A. Work operations are 60 minutes or less.*
   - *B. Speed limit is 45 mph or less.*
   - *C. There are no sight obstructions to vehicles approaching the work area for a distance equal to the Buffer Space shown in Table 1.*
   - *D. Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.*
   - *E. Volume and complexity of the roadway has been considered.*
   - *F. If a railroad crossing is present, vehicles will not queue across rail tracks.*
   - *G. AFADs are not in use.*
8. *See Index 102-600 for general TCZ requirements and additional information.*
9. *Automated Flagger Assistance Devices (AFADs) may be used in accordance with Specifications Section 102, 990 and the APL vendor drawings.*

TABLE 1

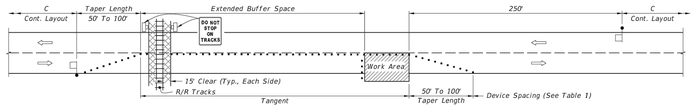
Posted Speed	DEVICE SPACING: Maximum Spacing of Cones or Tubular Markers		DEVICE SPACING: Maximum Spacing of Type I or Type II Barricades/Panels/Drums		Distance Between Signs				Buffer Space
	On a Taper	On a Tangent	On a Taper	On a Tangent	A	B	C	D	
25	20'	50'	20'	50'	200'	200'	200'	100'	155'
30	20'	50'	20'	50'	200'	200'	200'	100'	200'
35	20'	50'	20'	50'	200'	200'	200'	100'	250'
40	20'	50'	20'	50'	200'	200'	200'	100'	305'
45	20'	50'	20'	50'	350'	350'	350'	175'	360'
50	20'	50'	20'	100'	500'	500'	500	250	425'
55	20'	50'	20'	100'	2640'	1500'	1000'	500'	495'
60	20'	50'	20'	100'	2640'	1500'	1000'	500'	570'
65	20'	50'	20'	100'	2640'	1500'	1000'	500'	645'
70	20'	50'	20'	100'	2640'	1500'	1000'	500'	730'

CONDITIONS

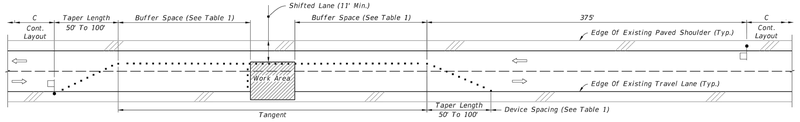
WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCROACH THE AREA BETWEEN THE CENTERLINE AND A LINE 2' OUTSIDE THE EDGE OF TRAVEL WAY.

LAST REVISION 11/01/17	REVISION	DESCRIPTION:	FDOT	FY 2020-21 STANDARD PLANS	TWO-LANE, TWO-WAY, WORK WITHIN THE TRAVEL WAY	INDEX 102-603	SHEET 1 of 3

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2/26/2020



TEMPORARY RAILROAD CROSSING BUFFER SPACE EXTENSION



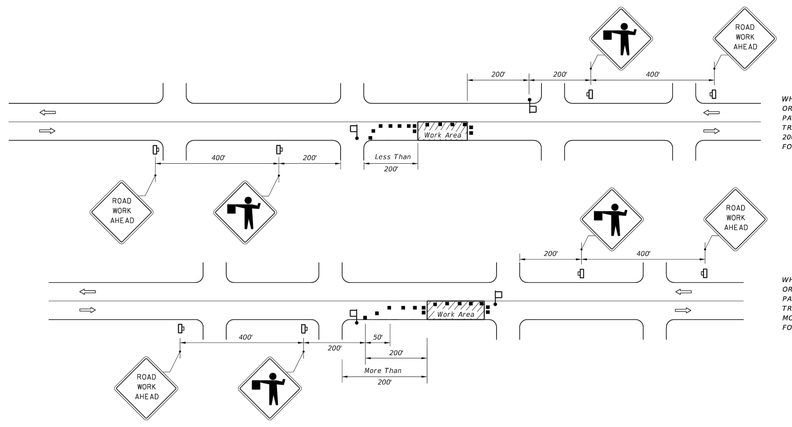
TEMPORARY LANE SHIFT TO SHOULDER WHEN WORK AREA ENCROACHES ON THE CENTERLINE

SPECIAL CONDITIONS

Cross Reference:
1. See General Note 1, Sheet 1 for more information.

LAST REVISION 11/01/17	REVISION	DESCRIPTION:	FDOT	FY 2020-21 STANDARD PLANS	TWO-LANE, TWO-WAY, WORK WITHIN THE TRAVEL WAY	INDEX 102-603	SHEET 3 of 3

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2/26/2020



CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCROACH ON THE PAVEMENT REQUIRING THE CLOSURE OF ONE TRAFFIC LANE, FOR WORK AREAS LESS THAN 200' DOWNSTREAM FROM AN INTERSECTION FOR A PERIOD OF MORE THAN 60 MINUTES.

CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCROACH ON THE PAVEMENT REQUIRING THE CLOSURE OF ONE TRAFFIC LANE, FOR WORK AREAS 200' OR MORE DOWNSTREAM FROM AN INTERSECTION FOR A PERIOD OF MORE THAN 60 MINUTES.

SYMBOLS

- *Work Area*
- *Channelizing Device (See Index 102-600)*
- *Work Zone Sign*
- *Flagger*
- *Lane Identification + Direction of Traffic*

GENERAL NOTES

1. *Work operations shall be confined to one travel lane, leaving the opposing travel lane open to traffic.*
2. *When vehicles in a parking zone block the line of sight to TCZ signs or when TCZ signs encroach on a normal pedestrian walkway, the signs shall be post mounted and located in accordance with Index 700-101.*
3. *If work area is confined to an outside auxiliary lane, the work area shall be barricaded and the FLAGGER signs replaced by ROAD WORK AHEAD signs. Flaggers are not required.*
4. *Flaggers shall be in sight of each other or in direct communication at all times.*
5. *The FLAGGER legend sign may be substituted for the symbol sign.*
6. *The maximum spacing between devices shall be no greater than 25'.*
7. *For general TCZ requirements and additional information, refer to Index 102-600.*
8. *The two channelizing devices directly in front and directly at the end of the work area may be omitted provided vehicles in the work area have high-intensity rotating, flashing, oscillating, or strobe lights operating.*
9. *Use Temporary Raised Rumble Strips in accordance with Index 102-603. Placement of Rumble Strips and additional signs should begin at FLAGGER sign location.*

DURATION NOTES

1. *ROAD WORK AHEAD sign may be omitted if all of the following conditions are met:*
   - *a. Work operations are 60 minutes or less.*
   - *b. Speed is 45 mph or less.*
   - *c. No sight obstructions to vehicles approaching the work area for a distance of 600 feet.*
   - *d. Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.*
   - *e. Volume and complexity of the roadway has been considered.*

LAST REVISION 11/01/17	REVISION	DESCRIPTION:	FDOT	FY 2020-21 STANDARD PLANS	TWO-LANE, TWO-WAY, WORK NEAR INTERSECTION	INDEX 102-605	SHEET 1 of 1

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2/26/2020

Mead & Hunt
Mead and Hunt, Inc.
4401 Eastport Parkway
Port Orange, FL 32127
phone: 386-761-6810
meadhunt.com
FL Cert. #26730

HOLLY HILL
FLORIDA

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CITY OF HOLLY HILL
LIFT STATION #20 BYPASS PUMP

926 FLOMICH STREET
HOLLY HILL, FL

ISSUED

JOHN T. RACHAL LICENSE No. 96670 STATE OF FLORIDA PROFESSIONAL ENGINEER
DocuSigned by: John Rachal
5/1/2025

This item has been digitally signed and sealed by John T. Rachal, P.E. on the date adjacent to the seal.

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DATE:	APRIL 2025
DESIGNED BY:	CRA
DRAWN BY:	RAP
CHECKED BY:	RF

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SHEET CONTENTS

TRAFFIC CONTROL PLAN

SHEET NO.

C-504

Attachment: Exhibit A - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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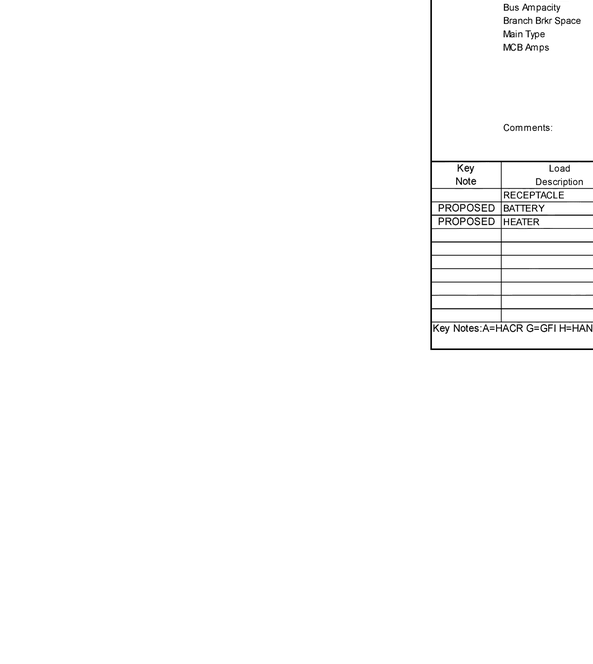
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Panelboard: **Panel P (EXISTING)**

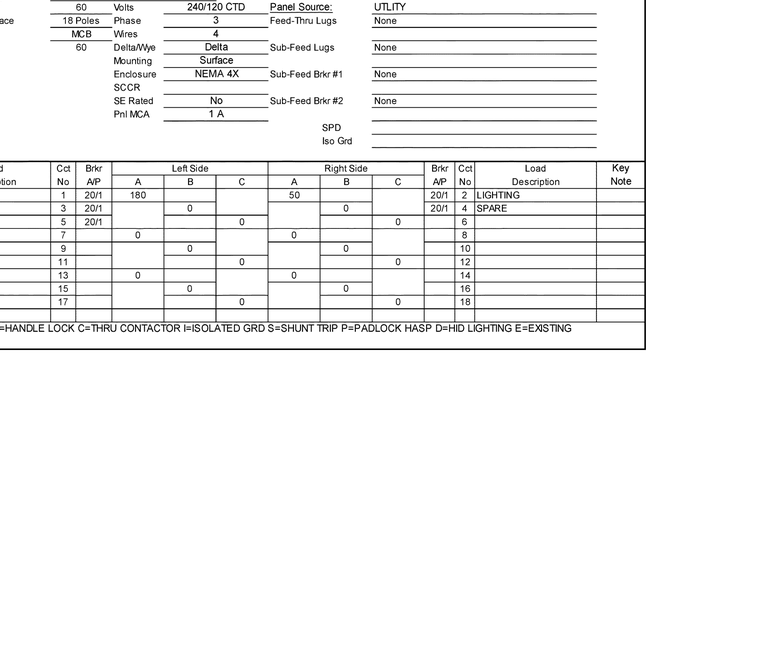
Bus Ampacity	60	Volts	240/120 CTD	Panel Source:	UTILITY
Branch Brkr Space	18 Poles	Phase	3	Feed-Thru Lugs	None
Main Type	MCB	Wires	4		
MCB Amps	60	Delta/Wye	Delta	Sub-Feed Lugs	None
		Mounting	Surface		
		Enclosure	NEMA 4X	Sub-Feed Brkr #1	None
		SCCR			
		SE Rated	No	Sub-Feed Brkr #2	None
		Pnl MCA	1 A		
Comments:				SPD	
				Iso Grd	

Key Note	Load Description	Cct No	Brkr A/P	Left Side A	B	C	Right Side A	B	C	Brkr A/P	Cct No	Load Description	Key Note
	RECEPTACLE	1	20/1	180			50			20/1	2	LIGHTING	
PROPOSED	BATTERY	3	20/1		0			0		20/1	4	SPARE	
PROPOSED	HEATER	5	20/1			0			0		6		
		7		0			0				8		
		9			0			0			10		
		11				0			0		12		
		13		0			0				14		
		15			0			0			16		
		17				0			0		18		

Key Notes:A=HACR G=GFI H=HANDLE LOCK C=THRU CONTACTOR I=ISOLATED GRD S=SHUNT TRIP P=PADLOCK HASP D=HID LIGHTING E=EXISTING



EXISTING SERVICE RACK - FRONT ELEVATION
NOT TO SCALE



EXISTING SERVICE RACK - REAR ELEVATION
NOT TO SCALE

MAST INSTALLATION NOTES:

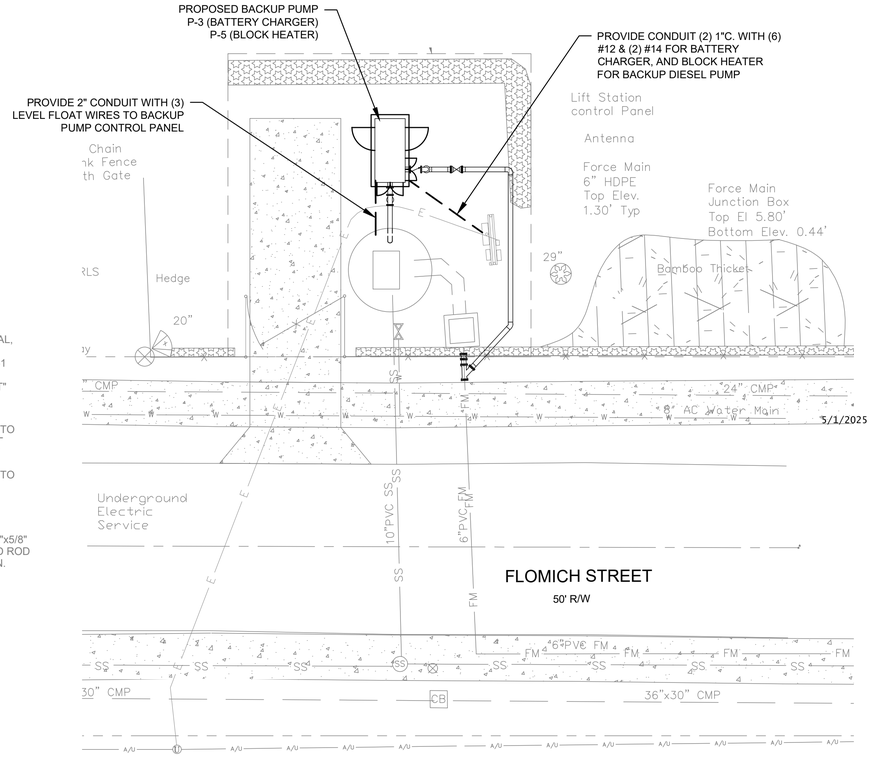
1. PROPOSED MAST HEIGHT WILL BE DETERMINED BY CITY UTILITIES PRIOR TO CONSTRUCTION.
2. CONFORM TO THE LATEST BUILDING AND ZONING CODES FOR NEW INSTALLATIONS.
3. DO NOT CONSTRUCT MAST WITHIN 3'-0" OF AN ELECTRICAL SERVICE DROP (480V OR LESS), WITHIN 10'-0" OF OVERHEAD POWER LINE UP TO 32kV, WITHIN 15'-0" OF AN OVERHEAD POWER LINE UP TO 115kV, OR WITHIN 20'-0" OF AN OVERHEAD POWER LINE EXCEEDING 115kV.
4. GROUND THE MAST AT THE BASE BY PROVIDING 1/2" GROUND STRAP. CONNECT TO GROUND ROD WITH #4 AWG BARE COPPER WIRE AND ACORN CLAMP.
5. COUPLINGS ON THE MAST MUST BE AT LEAST 10'-0" ABOVE GRADE. COUPLINGS ARE NOT ALLOWED BELOW 10'-0" ABOVE GRADE.
6. CONSTRUCT MAST FOUNDATION WITH 3000 PSI REINFORCED CONCRETE IN 24" DIAMETER SONOTUBE IN UNDISTURBED OR COMPACTED SOIL (95% DENSITY).
7. PROVIDE 3" MINIMUM CONCRETE COVER ON REINFORCING STEEL.
8. SHAPE THE TOP OF THE CONCRETE FOUNDATION INTO A DOME.
9. INSTALL 1" AND 2" PVC CONDUITS (1 EACH) TO PUMP CONTROL PANEL. MAINTAIN MINIMUM 6" SEPARATION AND 18" DEPTH.

RTU INSTALLATION NOTES:

1. CONFORM TO THE LATEST CODES FOR NEW INSTALLATIONS.
2. GROUND ANTENNA TO MAST WITH 1/2" GROUND STRAP.
3. ANTENNA HEIGHT AND DIRECTION DETERMINED BY CITY UTILITIES SERVICES PRIOR TO CONSTRUCTION.
4. PROVIDE CORROSION RESISTANCE FROM GALVANIC ACTION AT INTERFACES OF DISSIMILAR METALS EXCEPT AT GROUND POINTS.
5. MAINTAIN MINIMUM 6" SEPARATION. FASTEN HELIX CABLE TO EXTERIOR OF MAST WITH 316SS CLAMPS AT 24" INTERVALS.

GENERAL NOTES:

1. ALL CONDUITS ENTERING ANY ENCLOSURE, PANEL, DISCONNECT, WIREWAY ETC., SHALL BE TERMINATED WITH A THREADED HUB FITTING (MEYERS HUB).
2. IF THE PUMP CABLES ARE OF A SIZE (CROSS SECTIONAL AREA) THAT EXCEEDS NEC CONDUIT FILL REQUIREMENTS, THEN CONDUITS SHALL BE UPSIZED TO MEET NEC REQUIREMENTS.
3. MINIMUM CLEAR WORKING SPACE PER NEC ARTICLE 110.26 SHALL BE MAINTAINED.
4. PUMP MANUFACTURER SUPPLIED CONTROL PANEL MUST MEET CITY'S STANDARDS.
5. SERVICE GROUND TO INCLUDE #6 BARE COPPER RUN TO THREE (3) 5/8"x10' COPPER CLAD DRIVEN ELECTRODE SPACED AT LEAST 10' APART AND BONDED TO WET WELL EQUIPMENT RACK, CONTROL PANELS, TELEMETRY PANELS, WET WELL TOP PLATE AND ALL SECURITY FENCE POSTS. RESISTANCE TO GROUND TO BE A 25 OHMS OR LESS. EXOTHERMIC WELD GROUND WIRES TO ELECTRODES.
6. NEMA 4X 316SS CONTROL PANEL TO BE FURNISHED BY PUMP VENDOR. MOUNT ON THE RACK PER DETAIL AND PROVIDE POWER SUPPLY, WIRING, ETC. TO SERVE NEW LIFT STATION EQUIPMENT. CONTROL PANEL WILL INCLUDE VISIBLE AND AUDIBLE ALARM FOR HIGH FLOW CONDITION AND INCLUDE ELAPSED RUN TIME METERS FOR EACH PUMP AND 240V/3PH GENERATOR RECEPTACLE.
7. PROVIDE CONDUIT SLEEVES AND SEAL-OFFS INTO WET WELL FOR FLOAT SWITCHES AND PUMP CABLES PROVIDED BY VENDOR WITH CONTROL PANEL ASSEMBLY. INSTALL CONDUIT SEALS ABOVE TERMINAL BOX AND 12" MINIMUM ABOVE GRADE TO PREVENT MOISTURE AND GAS INTRUSION INTO CONTROL PANEL.
8. LEVEL FLOATS, LEVEL SENSOR AND MOTORS INCLUDING CABLES AND CONNECTIONS TO BE PROVIDED BY PUMP CONTROL PANEL VENDOR. COORDINATE INSTALLATION AND WIRING ACCORDINGLY. MAKE ALL TERMINATIONS AS REQUIRED BY THAT VENDOR USING APPROVED MATERIALS AND METHODS.
9. INSTALL PANEL "P" INSIDE A 20"x16"x8" NEMA 4X 316SS HINGED DOOR BOX WITH A PAD LOCKABLE HANDLE.
10. CONTRACTOR TO INSTALL UG CONDUIT FROM THE EXISTING SERVICE DROP POLE TO FPL HANDHOLE AT BASE OF ELECTRICAL EQUIPMENT RACK.
11. MOUNT A 16"x16"x6" NEMA 4X 316SS HINGED COVER TERMINAL BOX WITH INSULATED TERMINAL STRIP TO FACILITATE PUMP REMOVALS.
12. SERVICE TO BE UNDERGROUND 240V - 3 PH - 3 WIRE FROM FPL. COORDINATE SERVICE SOURCE AND CONNECTION WITH FPL.
13. ALL WIRING TO BE THWN FROM METER CAN TO PANEL AND FPL APPROVED UNDERGROUND WIRING FOR THE SERVICE DISCONNECT CONNECTION.
14. MEET ALL NEC 2017 AND LOCAL CODE REQUIREMENTS.
15. DATA FLOW SYSTEMS (DFS) SHALL PROVIDE TELEMETRY CONTROL UNIT AND ANTENNA. CONTRACTOR TO COORDINATE WITH DFS ON THE INSTALLATION. CONTACT AT DFS IS TOM HOGELAND (321) 514-9788.



PLAN NORTH

LIFT STATION ELECTRIC PLAN
1" = 10'

0 5 10 20

Mead & Hunt
Mead and Hunt, Inc.
4401 Eastport Parkway
Port Orange, FL 32127
phone: 386-761-6810
meadhunt.com
FL Cert. #26730

HOLLY HILL FLORIDA

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CITY OF HOLLY HILL
LIFT STATION #20 BYPASS PUMP

926 FLOMICH STREET
HOLLY HILL, FL

ISSUED FOR BID

JOHN T. RACHAL LICENSE No. 96670 DocuSigned by: John Rachal STATE OF FLORIDA PROFESSIONAL ENGINEER

This item has been digitally signed and sealed by John T. Rachal, P.E. on the date adjacent to the seal.

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DATE:	APRIL 2025
DESIGNED BY:	CRA
DRAWN BY:	RAP
CHECKED BY:	RF

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SHEET CONTENTS

ELECTRICAL PLAN & DETAILS

SHEET NO.

E-101

Attachment: Exhibit A - Invitation to Bid 25-WW-10 (2025-R-51 : Lift Station #20 Bypass Pump)

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Mead & Hunt

June 18, 2025

Steve Juengst, Deputy Director
Department of Public Works
City of Holly Hill
453 LPGA Blvd.
Holly Hill, FL 32117

Email: sjuengst@hollyhillfl.org
Hard Copy Mailed Only on Request

RE: LIFT STATION #20 BYPASS
BID NO. 25-WW-10-1

Dear Mr. Juengst,

The City received seven (7) bids on the above referenced project on June 10, 2025. All State Civil Construction, Inc., of Daytona Beach, Florida was the low bidder with a bid totaling $176,500.00 (bid tabulation attached).

All State Civil Construction, Inc. has submitted all of the required documentation in their bid. We have contacted the provided references, and the one (1) response we received was favorable. With this positive response, we feel that All State Civil is capable of performing the duties to bring this project to completion. Their General Contractor's license is in good standing with no active complaints.

We have also worked with All State Civil Construction, Inc. on projects of a similar nature in the past. Therefore, we recommend that the City award this project, in its entirety, to All State Civil Construction, Inc. in the total amount of $176,500.00.

Do not hesitate to contact the office if you have questions. Thank you.

Sincerely,

Carl Albano

Carl Albano, PE, PMP
Project Manager

CA:bf

Attachment: Bid Tabulation

cc: John 'Tanner' Rachal, PE

Attachment: Exhibit B - Recommendation of Award (2025-R-51 : Lift Station #20 Bypass Pump)

CITY OF HOLLY HILL
BID TABULATION
LIFT STATION #20 BYPASS PUMP
ITB NO. 25-WW-10

ITEM NO.	DESCRIPTION	QTY	UNIT	ALL STATE CIVIL CONSTRUCTION, INC. Daytona Beach, FL		RCM UTILITIES, LLC Eustis, FL		DANUS UTILITIES Sanford, FL		CATHCART CONSTRUCTION CO. - FLORIDA, LLC Winter Springs, FL		U.S. WATER SERVICES CORPORATION New Port Richey, FL		SAWCROSS, INC. Jacksonville, FL		FERREIRA CONSTRUCTION C INC. Jacksonville, FL	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOT
1	Mobilization/Demobilization	1	LS	$18,000.00	$18,000.00	$16,339.00	$16,339.00	$11,000.00	$11,000.00	$18,825.00	$ 18,825.00	$12,360.00	$ 12,360.00	$20,000.00	$20,000.00	$20,000.00	$20,00
2	Preconstruction Video	1	LS	$950.00	$ 950.00	$500.00	$ 500.00	$2,000.00	$ 2,000.00	$1,875.00	$ 1,875.00	$1,523.00	$ 1,523.00	$2,000.00	$ 2,000.00	$3,000.00	$ 3,00
3	Field Locate and Expose Existing Utilities	1	LS	$ 4,500.00	$ 4,500.00	$ 2,250.00	$ 2,250.00	$ 5,000.00	$ 5,000.00	$ 6,012.50	$ 6,012.50	$ 5,255.00	$ 5,255.00	$ 11,000.00	$11,000.00	$37,000.00	$37,00
4	Sitework	1	LS	$ 3,000.00	$ 3,000.00	$ 11,969.00	$11,969.00	$ 15,000.00	$15,000.00	$ 13,196.88	$ 13,196.88	$ 6,661.00	$ 6,661.00	$ 30,500.00	$30,500.00	$10,300.00	$10,30
5	Complete Skid Mount Emergency Bypass Pump	1	LS	$ 45,000.00	$45,000.00	$ 93,869.00	$93,869.00	$ 80,000.00	$80,000.00	$ 97,605.84	$ 97,605.84	$ 104,745.00	$ 104,745.00	$ 88,000.00	$88,000.00	$89,000.00	$89,00
6	Mechanical (Pipe, Valves, and Fittings)	1	LS	$ 60,000.00	$60,000.00	$ 38,390.00	$38,390.00	$ 35,000.00	$35,000.00	$ 48,390.08	$ 48,390.08	$ 25,160.00	$ 25,160.00	$ 82,000.00	$82,000.00	$81,000.00	$81,00
7	Tie-Ins																
	a) Tie-In Bypass Pump Discharge to Existing Force Main	1	LS	$ 24,550.00	$24,550.00	$ 3,973.00	$ 3,973.00	$ 26,125.00	$26,125.00	$ 9,072.17	$ 9,072.17	$ 41,557.00	$ 41,557.00	$ 20,000.00	$20,000.00	$ 8,000.00	$ 8,00
8	Electrical	1	LS	$ 8,500.00	$ 8,500.00	$ 3,750.00	$ 3,750.00	$ 18,000.00	$18,000.00	$ 15,625.00	$ 15,625.00	$ 16,092.00	$ 16,092.00	$ 15,000.00	$15,000.00	$18,400.00	$18,40
9	Allowances	1	LS	$500	$ 500.00	$2,500	$ 2,500.00	$0	$ -	$6,250	$ 6,250.00	$5,000	$ 5,000.00	$5,000	$ 5,000.00	$5,000	$ 5,00
10	MOT	1	LS	$ 2,500.00	$ 2,500.00	$ 625.00	$ 625.00	$ 4,500.00	$ 4,500.00	$ 2,440.63	$ 2,440.63	$ 5,658.00	$ 5,658.00	$ 2,000.00	$ 2,000.00	$ 8,500.00	$ 8,50
11	Restoration	1	LS	$ 5,500.00	$ 5,500.00	$ 2,585.00	$ 2,585.00	$ 15,000.00	$15,000.00	$ 9,675.01	$ 9,675.01	$ 12,830.00	$ 12,830.00	$ 15,000.00	$15,000.00	$26,000.00	$26,00
12	As-Built Plans	1	LS	$ 3,500.00	$ 3,500.00	$ 5,000.00	$ 5,000.00	$ 8,500.00	$ 8,500.00	$ 2,187.50	$ 2,187.50	$ 13,058.00	$ 13,058.00	$ 5,000.00	$ 5,000.00	$ 5,800.00	$ 5,80
			BASE BID TOTAL		***$176,500.00***		***$181,750.00***		***$220,125.00***		***$231,155.61***		***$249,899.00***		***$295,500.00***		***$312,0***

Attachment: Exhibit B - Recommendation of Award (2025-R-51 : Lift Station #20 Bypass Pump)

SECTION 00 30 00
PROPOSAL

FOR

CITY OF HOLLY HILL

LIFT STATION #20 BYPASS PUMP
ITB NO. 25-WW-10-1

(To be completed in Duplicate)

Bidder's Name: All State Civil Const. Inc

Submitted: 10 June, 2025

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

Gentlemen:

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

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

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

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

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

Attachment: Exhibit B - Recommendation of Award (2025-R-51 : Lift Station #20 Bypass Pump)

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 #20 BYPASS PUMP

for the City of Holly Hill, Florida, complete in every respect in strict accordance with the drawings, specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed in the "Schedule of Unit Prices: Section 00 31 00" attached and made a part of this Bid. **The bid total is:**

One Hundred Seventy Six Thousand Five Hundred Dollars
(In Words)

Dollars $ 176,500.00 (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 contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his/her Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his/her Surety, then such excess shall be paid to the Owner by the Contractor or his/her Surety.

SUPPLEMENTAL REQUIREMENTS

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

Schedule of Unit Prices: Section 00 31 00
Statement of Bidder's Qualifications: 00 32 00

Attachment: Exhibit B - Recommendation of Award (2025-R-51 : Lift Station #20 Bypass Pump)

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
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
W9 Request for Taxpayer Identification Number and Certification

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. Bidders are advised that the offering of any alternatives to the sole source supplied equipment will be grounds for rejection of their bid as not responsive. The second category of equipment includes those items where the Owner and Engineer deem there to be more than one acceptable supplier of the particular item listed. The equipment which falls under these two categories is 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

Attachment: Exhibit B - Recommendation of Award (2025-R-51 : Lift Station #20 Bypass Pump)

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 B - Recommendation of Award (2025-R-51 : Lift Station #20 Bypass Pump)

SCHEDULE OF MAJOR MANUFACTURERS
AND SUPPLIERS

Category I - Sole Source Equipment Items:

Item No.	Spec. No.	Equipment/Material	Manufacturer or Supplier
1.	33 01 30.10	Bypass Pump	Thompson Pump

Category II - Major Equipment Items:

Attachment: Exhibit B - Recommendation of Award (2025-R-51 : Lift Station #20 Bypass Pump)

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. NONE			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

6-9-25

Name (signature) Date

RICHARD ANDERSON

Name (typed and printed)

SECRETARY

Title

ACKNOWLEDGMENT OF ADDENDA

Attachment: Exhibit B - Recommendation of Award (2025-R-51 : Lift Station #20 Bypass Pump)

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: 6-5-25
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 Four Thousand Four Hundred Twelve and Fifty Cents Dollars ($4,412.50), made payable to City of Hue Hue (Owner).

All States Civil Construction Inc.
(Name of Bidder) (Affix Seal)

(Signature of Officer)

Secretary
(Title of Officer)

All States Civil Construction, Inc.
Name of Bidder

1301 Beville Rd Suite 16
Address

Daytona Beach FL 32119
City/State/Zip

386 256 2724
Telephone

CGC1525137 CUC1226335
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 B - Recommendation of Award (2025-R-51 : Lift Station #20 Bypass Pump)

SECTION 00 31 00
SCHEDULE OF UNIT PRICES
CITY OF HOLLY HILL

LIFT STATION #20 BYPASS PUMP
ITB NO. 25-WW-10-1

ITEM NO.	*DESCRIPTION*	*QTY*	*UNIT*	*UNIT COST*	*TOTAL*
1	Mobilization/Demobilization	1	LS	18,000-	18,000-
2	Preconstruction Video	1	LS	950-	950-
3	Field Locate and Expose Existing Utilities	1	LS	4,500-	4,500-
4	Sitework	1	LS	3,000-	3,000-
5	Complete Skid Mount Emergency Bypass Pump	1	LS	45,000-	45,000-
6	Mechanical (Pipe, Valves, and Fittings)	1	LS	60,000-	60,000-
7	Tie-Ins				
	a) Tie-In Bypass Pump Discharge to Existing Force Main	1	LS	24,550-	24,550-
8	Electrical	1	LS	8,500-	8,500-
9	Allowances	1	LS	500-	500-
10	MOT	1	LS	2,500-	2,500-
11	Restoration	1	LS	5,500-	5,500-
12	As-Built Plans	1	LS	3,500-	3,500-
				BASE BID TOTAL	176,500-

Submitted by: All States Cruze Constr. Inc. Michael Anderson
Contractor: All States Cruze Constr. Inc.
Address: 1301 Bellevue Rd Suite 16 Daytona Beach FL 32119
Telephone: 386 256 2724 Fax: _____
State of Florida Certified General Contractor or Underground Contractor (Required Information)
Licensee: Chris Mercer License No: CUC1226335

Attachment: Exhibit B - Recommendation of Award (2025-R-51 : Lift Station #20 Bypass Pump)

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 CRUZE CONST. INC.

B. Permanent main office address. 1301 BELLEVILLE RD SUITE 16 DAYTONA BCH FL 3

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? 5 YRS

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. FULL SCALE WORK

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. 20 YEARS

M. Background and experience of the principal members of your organization, including the officers. SEE ATTACHED

N. Credit available: $ 1 MILLION

O. Give bank reference: INTRACOASTAL 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 UPON AWARD

Attachment: Exhibit B - Recommendation of Award (2025-R-51 : Lift Station #20 Bypass Pump)

ALL STATE CIVIL CONSTRUCTION, INC.
WORK IN PROGRESS

JOB NAME	VALUE	COMPLETION DATE
S.Central Water Main	$ 700,000.00	Jul-25
PAIGE AVENUE PICKLEBALL COURT	$ 650,000.00	Oct-25
LIFT STATION #60 BY-PASS PUMP	$ 615,000.00	Aug-25
Mt. Calvary	$ 62,000.00	Jun-25
Ocean Ave. Lift Station	$ 1,021,400.00	Nov-25
A1A Utility Relocates	$ 539,000.00	Jul-25
Storm Check Valves	$ 615,960.00	Sep-25
Tenth St. Lift Statation Rehab	$ 923,755.00	Aug-25
Pep Tank Replacement	$ 330,000.00	Jul-25

Attachment: Exhibit B - Recommendation of Award (2025-R-51 : Lift Station #20 Bypass Pump)

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

Attachment: Exhibit B - Recommendation of Award (2025-R-51 : Lift Station #20 Bypass Pump)

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

Lic# CUC1226335

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
386-256-2721

Attachment: Exhibit B - Recommendation of Award (2025-R-51 : Lift Station #20 Bypass Pump)

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.

Attachment: Exhibit B - Recommendation of Award (2025-R-51 : Lift Station #20 Bypass Pump)

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

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

Attachment: Exhibit B - Recommendation of Award (2025-R-51 : Lift Station #20 Bypass Pump)

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

- 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.

Attachment: Exhibit B - Recommendation of Award (2025-R-51 : Lift Station #20 Bypass Pump)

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

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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386-299-6641
mranderson@bonedryflorida.com

- **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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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

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.

Attachment: Exhibit B - Recommendation of Award (2025-R-51 : Lift Station #20 Bypass Pump)

START	END	PROJECT	DESCRIPTION	VALUE	CLIENT	CONTACT	ADDRESS	PHONE	EMAIL	
Jan-25		Tidal Backflow Preventers	Construct new tidal backflow preventers on city stormwater outfalls located on the Halifax River.	$ 615,960.00	City of Holly Hill	Josef Grusauskas	453 LPGA Boulevard Holly Hill, FL 32117	386248-9463	jgrusauskas@hollyhillfl.org	7-31-25
Dec-24	Jan-25	O'Reilly LPGA	Construct new water, sewer, stormwater, and associated site components for a new commercial site.	$ 170,650.88	Boudreaux's Pro Grde, LLC	Chris Nieves	705 Hope Street Ormond Beach, FL 32174	908-581-2620	dale@boudreauxsprograde.com	Comp.
Dec-24	Jan-25	A 1 A Utility relocation	Relocate water mains, reclaim water mains, and force main for future State Road A-1-A widening drainage conflicts.	$ 530,000.00	City of Ormond Beach	Alex Schumann, P.E.	22 South Beach Street Ormond Beach, FL 32174	386-676-3302	alex.schumann@ormondbeach.org	7-31-25
Dec-24	Jan-25	4520 Penisula Drive Sewer Service	Construct new private sanitary sewer pump station, force main, directional drill, and sewer connection to public infrastructure.	$ 43,939.00	Charles Dunn	Charles Dunn	14 Sunset Terrace Daytona Beach, FL 32118	386-341-9046	charles.luck.dunn@gmail.com	Comp
Mar-24	Oct-24	Peel Avenue Sanitary Sewer Extension	Construct new sewer main with manholes and water services for new residential construction. Road rebuild including grading, sub base, base, milling and paving, and concrete sidewalk.	$ 842,335.97	Harvey Newsome Construction	Harvey Newsome	15911 Johns Lake Rd. Clermont, FL 34711	352-449-8269	hgnjr@hotmail.com	Comp
Jun-24	Oct-24	Bible Baptist Church	Construct new water, sewer, stormwater, and associated site components for a new church.	$ 539,755.86	Ewen Outdoor Services LLC	RJ Ewen	Deland, FL 32724	386-279-8975	service@ewensoutdoors.com	Comp
Jul-24	Oct-24	Volusia County Sheriff Family Resource Center Lift Station	Construct new sanitary sewer lift station, force main, and connection to existing public sewer. Remove and dispose of existing septic system and drainfield.	$ 182,594.65	County of Volusia	Kamron Gardner	3811 Tiger Bay Road Daytona Beach, FL 32124	386-248-1760	KGardner@volusia.org	Comp
Mar-24	Jul-24	LPGA Weir #2 Replacement	Remove and replace existing major stormwater outfall for LPGA national golf course stromwater system.	$ 253,838.50	City of Daytona Beach	Frank O'Keefe	950 Bellevue Ave. Daytona Beach, FL 32115	386-671-8632	OKeefeFrank@CODB.US	Comp
	May-24	Astro Roofing	Construct water, sewer, and stormwater infrastructure for a new site.	$ 55,644.68	RG Framing	Tim Webb	21 Sunshine Blvd Ormond Beach, FL 32174	386-281-3053	tim@rgframing.com	Comp
	Dec-23	Sun and Surf Parking Lot	Construct underground exfiltration stormwater system and water service for new beach parking lot.	$ 275,365.00	County of Volusia	Kent Kirton	1630 Tomoka Farms Rd, Port Orange, FL 32128	386-341-5180	kentkirton@kirtonenterprises.com	Comp
	Nov-23	Beach House Graphics	Construct water, sewer, and stormwater infrastructure for a new site.	$ 24,270.00	Boudreaux's Pro Grade LLC	Chris Nieves	705 Hope Street Ormond Beach, FL 32174	908-581-2620	dale@boudreauxsprograde.com	NOT STARTED
	Aug-23	Del Taco	Construct water, sewer, grease trap, and stormwater infrastructure for a new site.	$ 186,631.12	Drewry Site Development	Scott Drewry	400 Venture Dr. Suite F South Daytona, FL 32119	386-451-1133	scott@drewrysite.com	Comp
	Aug-23	20" Reuse Main - Emergency Repair	Repair leaking exisitng 14" PVC reuse main.	$ 74,000.00	City of Daytona Beach	Jeff Lane	950 Bellevue Ave. Daytona Beach, FL 32115	386-671-8513		Comp
	Aug-23	720 Marathon Way - Emergency Sewer Repair	Repair damaged sanitary sewer main, including roadway reconstruction.	$ 32,210.60	City of South Daytona	Mike Smith	301 S. Ridgewood Ave Daytona Beach, FL 32114	386-322-3083		Comp
	Jul-23	Louisiana Ave Office Complex	Construct water, sewer, and stormwater infrastructure for a new site.	$ 196,762.50	Z Properties	Chanel Magid	219 W Comstock Ave Winter Park, FL 32789	407-949-8639	chanel@zpropertiesinc.com	Comp
	Jul-23	Oak Hill Post Office Sewer	Construct new sanitary sewer service lateral and connection to existing sanitary manhole. Remove and dispose of existing septic system and drainfield.	$ 65,798.80	Oak Hill PO Venture LLC	Robert Wolaver	122 TILDEN AVE RICHMOND, VT 05477	305-304-1333	rwolaver@icloud.com	Comp
	Jul-23	Pope Avenue - Emergency Sewer Repair	Repair damaged sanitary sewer main, including roadway reconstruction.	$ 32,717.00	City of South Daytona	Mike Smith	301 S. Ridgewood Ave Daytona Beach, FL 32114	386-322-3083		Comp
	May-23	St. Maarten Condominium - Stormwater Repairs	Reconstruct damaged, existing 48-inch stormwater exfiltration system on beachside.	$ 156,000.00	East Coast Marine Construction and Design	Mike Fletcher	150 S. Palmetto Ave, 201 Dyatona Beach, FL 32114	386-777-7400	eastcoastmarineconstruction@gmail.com	Comp
	May-23	Grandview Property - Daytona Beach Police Substation	Construct water and sewer service infrastructure for new site, including connect to existing sanitary sewer and water main taps.	$ 42,007.60	Drewry Site Development	Scott Drewry	400 Venture Dr. Suite F South Daytona, FL 32119	386-451-1133	scott@drewrysite.com	Comp

5-

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 10:37 AM EST this 9th day of June, 2025.

Michael Anderson

Name of Bidder

By: Secretary

Title

State of Florida

County of Volusia

Michael Anderson being duly sworn deposes and says that

he is the Secretary of All State Civil Construction 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 9 day of June, 2025

Amber Peters

Notary Public

Amber Peters

Notary Public (Print or Type)

AMBER PETERS
Commission # HH 249529
Expires May 16, 2026

My commission expires: 5/16/2026

Attachment: Exhibit B - Recommendation of Award (2025-R-51 : Lift Station #20 Bypass Pump)

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
CONCRETE	SPARKS	1) CITY OF POMPANO 2) CITY OF NEW SMYRNA 3) CITY OF RUNNELL
RAVEN LINER	PLASTER LININGS AND COATINGS LLC	1) CITY OF POMPANO 2) CITY OF ORLANDO 3) CITY OF WINTER GARDEN
ELECTRIC	ALTERNATIVE CURRENT ELECTRIC	1) CITY DAYTONA BEACH 2) CITY OF ORLANDO 3) CITY OF PORT ORANGE
		1) 2) 3)

END OF SECTION

Attachment: Exhibit B - Recommendation of Award (2025-R-51 : Lift Station #20 Bypass Pump)

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 B - Recommendation of Award (2025-R-51 : Lift Station #20 Bypass Pump)

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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:

25-WW-10-1
LIFT STATION #20 BYPASS PUMP

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 B - Recommendation of Award (2025-R-51 : Lift Station #20 Bypass Pump)

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 10th day of June, 2025 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

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:

Ingrid Torres, Client Service Representative

_____

Mark D. Leskanic (Attorney-in-Fact)

Title

END OF SECTION

Attachment: Exhibit B - Recommendation of Award (2025-R-51 : Lift Station #20 Bypass Pump)

Surety Bond Professionals, Inc.
06/09/2025 09:47 521012408044

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: N/A **Principal:** All State Civil Construction, Inc.

Project: 25-WW-10-1 - Lift Station #20 Bypass Pump

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Mark D. Leskanic, Lauren Leskanic, Bette A. Botticello, Colin Warner, Matthew Leskanic, and Greg Angel of Framingham, Massachusetts jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 10th day of June , 2025 .

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 10th day of June , 2025 .

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

Attachment: Exhibit B - Recommendation of Award (2025-R-51 : Lift Station #20 Bypass Pump)

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 ITB # 25-WW-10-1 for Lift Station #20 Bypass Pump.

This sworn statement is submitted by All States Civil Const. Inc. whose business address is 1301 Business Rd Suite 116 Daytona Beach FL 32119 and (if applicable) its Federal Employer Identification Number (FEIN) is 84-4089160. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

My name is Michael Anderson any my relationship to the entity named above is Secretary.

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 B - Recommendation of Award (2025-R-51 : Lift Station #20 Bypass Pump)

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 B - Recommendation of Award (2025-R-51 : Lift Station #20 Bypass Pump)

(Signature) _____ Date: 6-9-25

State of FL County of VOLUSIA

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Michael Anderson who, after first being sworn by me, affixed his/her signature in the space provided above on this 9 day of June, 2025

_____
Notary Public

AMBER PETERS
Commission # HH 249529
Expires May 16, 2026

My Commission Expires: 5/16/2026

Attachment: Exhibit B - Recommendation of Award (2025-R-51 : Lift Station #20 Bypass Pump)

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 States Civil Const. Inc

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

TITLE: Secretary

ADDRESS: 1301 Bonnie Rd Suite 16

CITY AND STATE: Daytona Beach FL 32117

TELEPHONE: 386 256 2721

COMPLETION TIME: 11:00 AM 6-9-25

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 B - Recommendation of Award (2025-R-51 : Lift Station #20 Bypass Pump)

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.

6-9-25 VENDOR'S SIGNATURE

END OF SECTION

Attachment: Exhibit B - Recommendation of Award (2025-R-51 : Lift Station #20 Bypass Pump)

SECTION 00 48 60

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Project Number: ITB # 25-WW-10-1

Up on 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: AWC Stone Cajun Constr. Inc

Authorized representative (printed): Michael Anderson

Authorized representative (signature): _____

Date: 6-9-25

END OF SECTION

Attachment: Exhibit B - Recommendation of Award (2025-R-51 : Lift Station #20 Bypass Pump)

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 States 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 : 4089160

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 ▶ 6-9-25

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 B - Recommendation of Award (2025-R-51 : Lift Station #20 Bypass Pump)

Section 00 48 80

Affidavit of E-Verify Requirements Compliance

ITB 25-WW- Lift Station 20 Bypass Pump

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 Const. Inc

Consultant/Contractor Name and Address

1301 Bevelle Rd Suite 16

Daytona Beach FL 32114

Signature

Michael Anderson Secretary

Name and Title

Attachment: Exhibit B - Recommendation of Award (2025-R-51 : Lift Station #20 Bypass Pump)

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
SLOPING	$1,000 —

ONE THOUSAND DOLLARS

(Cost in Words)

TOTAL $ $1,000 —

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

COMPANY NAME: All States Civil Const. Inc

DATE: 6-9-25 BY: [signature]

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

Attachment: Exhibit B - Recommendation of Award (2025-R-51 : Lift Station #20 Bypass Pump)

SECTION 00 62 00
CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Michael Anderson, certify that I am the Secretary of the corporation named as Principal in the within Bid Bond; that Michael Anderson who signed the said Bid Bond on behalf of the Principal was then Secretary 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 B - Recommendation of Award (2025-R-51 : Lift Station #20 Bypass Pump)

SECTION 00 11 00 CITY OF HOLLY HILL
LOCAL BIDDER PREFERENCE

AFFIDAVIT OF ELIGIBILITY LOCAL BUSINESS

All areas of this form are required to be completed. Incomplete forms may be rejected.

LEGAL NAME OF BUSINESS: _____

Physical Address: N/A

_____

Mailing Address (if different) _____

_____

Year your business was established in the City of Holly Hill: _____

Business Tax Receipt Number Issued by the City of Holly Hill

BTR Number: _____ Date Issued: _____

Please provide a brief description of the nature of your business and how it relates to the community.

_____

_____

_____

_____

_____

The undersigned states that the foregoing statements are true and correct. The City of Holly Hill reserves the right to verify all information submitted as part of this affidavit. The undersigned acknowledges that the application of Local Bidder Preference is subject to Section 30-78, Code of Ordinances.

By: _____ Sworn to and subscribed before me this _____

day of _____ 20 ____

_____
Signature

_____
Signature of Notary (& Stamp)

Name, Typed or Printed _____

Notary Public, State of _____

Title, Typed or Printed _____

Mailing Address _____

Attachment: Exhibit B - Recommendation of Award (2025-R-51 : Lift Station #20 Bypass Pump)

N/A

City, State, Zip Code _____ Telephone Number _____

Personally Known _____ Or

Produced Identification (type of identification) _____

Attachment: Exhibit B - Recommendation of Award (2025-R-51 : Lift Station #20 Bypass Pump)

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 Employer's Liability**		Statutory	
			$ 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.

Attachment: Exhibit B - Recommendation of Award (2025-R-51 : Lift Station #20 Bypass Pump)

SECTION 00 11 00 CITY OF HOLLY HILL
LOCAL BIDDER PREFERENCE

AFFIDAVIT OF ELIGIBILITY LOCAL BUSINESS

All areas of this form are required to be completed. Incomplete forms may be rejected.

LEGAL NAME OF BUSINESS: Not Applicable

Physical Address: _____

_____

Mailing Address (if different) _____

_____

Year your business was established in the City of Holly Hill: _____

Business Tax Receipt Number Issued by the City of Holly Hill

BTR Number: _____ Date Issued: _____

Please provide a brief description of the nature of your business and how it relates to the community.

_____

_____

_____

_____

_____

The undersigned states that the foregoing statements are true and correct. The City of Holly Hill reserves the right to verify all information submitted as part of this affidavit. The undersigned acknowledges that the application of Local Bidder Preference is subject to Section 30-78, Code of Ordinances.

By: Gary Deremer, President

day of June 20 25

_____
Signature

Sworn to and subscribed before me this 10th

CHRISTINA R. CREGO
Notary Public-State of Florida
Commission # HH 636984
My Commission Expires
February 04, 2029

_____
Signature of Notary (& Stamp)

Name, Typed or Printed: Christina R. Crego

Notary Public, State of: Florida

Title, Typed or Printed: _____

Mailing Address: 4939 Cross Bayou Blvd., New Port Richey FL 34652

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

City, State, Zip Code New Port Richey FL 34652 Telephone Number 866-753-8292

Personally Known Or

Produced Identification (type of identification)

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Docusign Envelope ID: 63D30F7C-F93F-4236-A4A8-C693E99B7E79

SECTION 00 30 00
PROPOSAL

FOR

CITY OF HOLLY HILL

LIFT STATION #20 BYPASS PUMP
ITB NO. 25-WW-10-1

(To be completed in Duplicate)

Bidder's Name: U.S. Water Services Corporation

Submitted: June 10, 20 25

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

Gentlemen:

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

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

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

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

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Docusign Envelope ID: 63D30F7C-F93F-4236-A4A8-C693E99B7E79

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 #20 BYPASS PUMP

for the City of Holly Hill, Florida, complete in every respect in strict accordance with the drawings, specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed in the "Schedule of Unit Prices: Section 00 31 00" attached and made a part of this Bid. **The bid total is:**

two hundred forty nine thousand nine hundred twenty six and 00/100's dollars

(In Words)

Dollars $ 249,926.00 (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 contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his/her Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his/her Surety, then such excess shall be paid to the Owner by the Contractor or his/her Surety.

SUPPLEMENTAL REQUIREMENTS

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

Schedule of Unit Prices: Section 00 31 00
Statement of Bidder's Qualifications: 00 32 00

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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
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
W9 Request for Taxpayer Identification Number and Certification

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. Bidders are advised that the offering of any alternatives to the sole source supplied equipment will be grounds for rejection of their bid as not responsive. The second category of equipment includes those items where the Owner and Engineer deem there to be more than one acceptable supplier of the particular item listed. The equipment which falls under these two categories is 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

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Docusign Envelope ID: 63D30F7C-F93F-4236-A4A8-C693E99B7E79

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 - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

SCHEDULE OF MAJOR MANUFACTURERS AND SUPPLIERS

Category I - Sole Source Equipment Items:

Item No.	Spec. No.	Equipment/Material	Manufacturer or Supplier
1.	33 01 30.10	Bypass Pump	Thompson Pump

Category II - Major Equipment Items:

See above

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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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.				

June 10, 2025

Name (signature) Date

Gary Deremer

Name (typed and printed)

President

Title

ACKNOWLEDGMENT OF ADDENDA

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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: 6-5-25
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 Five Percent of Bid Amount Dollars (5% of Bid Amount), made payable to _____ (Owner).

_____
(Name of Bidder) (Affix Seal)

Gary Deremer
(Signature of Officer)

President
(Title of Officer)

U.S. Water Services Corporation
Name of Bidder

4939 Cross Bayou Blvd.,
Address

New Port Richey FL 34652
City/State/Zip

866-753-8292
Telephone

CUC1223914 / CGC003307
Contractor's Florida License Number

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

Gary Deremer, President/ CEO; Kaycee Rupe, CFO;
Cecil Delcher, VP; Ralph Amiott, VP;

END OF SECTION

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

SECTION 00 31 00
SCHEDULE OF UNIT PRICES
CITY OF HOLLY HILL

LIFT STATION #20 BYPASS PUMP
ITB NO. 25-WW-10-1

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
1	Mobilization/Demobilization	1	LS	12,360.00	12,360.00
2	Preconstruction Video	1	LS	1,523.00	1,523.00
3	Field Locate and Expose Existing Utilities	1	LS	5,255.00	5,255.00
4	Sitework	1	LS	6,661.00	6,661.00
5	Complete Skid Mount Emergency Bypass Pump	1	LS	104,745.00	104,745.00
6	Mechanical (Pipe, Valves, and Fittings)	1	LS	25,160.00	25,160.00
7	Tie-Ins				
	a) Tie-In Bypass Pump Discharge to Existing Force Main	1	LS	41,557.00	41,557.00
8	Electrical	1	LS	16,092.00	16,092.00
9	Allowances	1	LS	5,000.00	5,000.00
10	MOT	1	LS	5,658.00	5,658.00
11	Restoration	1	LS	12,830.00	12,830.00
12	As-Built Plans	1	LS	13,058.00	13,058.00
				BASE BID TOTAL	249,926.00

Submitted by: _____
Contractor: U.S. Water Services Corporation
Address: 4939 Cross Bayou Blvd., New Port Richey FL 34652
Telephone: 866-753-8292 Fax: _____
State of Florida Certified General Contractor or Underground Contractor (Required Information)
Licensee: Gary Deremer / Cecil Delcher (respectively) License No: CUC1223914 / CGC003307

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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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.
U.S. Water Services Corporation

B. Permanent main office address.
4939 Cross Bayou Blvd., New Port Richey FL 34652

C. When organized.
April 28, 2003

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?
22 + Year

F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
See Attachment F

G. General character of work performed by your company.
WTP / WWTP Rehab/Repair/ Replacement. As well as LS Rehab/Repair/Replacemen

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 Attachment J

K. List your major equipment See attachment K.

L. Experience in construction work similar in type to this project.
Attached

M. Background and experience of the principal members of your organization, including the officers. See Attachment M

N. Credit available: $ 12.5 MM

O. Give bank reference: See Attachment O

P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?
See Attachment P

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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 1:00 PM this 10th day of June, 2025.

U.S. Water Services Corporation
Name of Bidder

By: _____
Title Gary Deremer
President

State of FLORIDA

County of PASCO

Gary Deremer being duly sworn deposes and says that

he is the President of U.S. Water Services Corporation and that

the answers to the U.S. Water Services Corporation foregoing questions
Name of Organization

and all statements therein contained are true and correct.

Subscribed and sworn to before me this 10th day of June, 2025.

_____
Notary Public

Christina R. Crego
Notary Public (Print or Type)

CHRISTINA R. CREGO
Notary Public-State of Florida
Commission # HH 636984
My Commission Expires
February 04, 2029

My commission expires: February 4, 2029

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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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
Electrical Installation	Chinchor Electric Inc. or Economy Electric Co.	1) available upon award 2) 3)
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)

END OF SECTION

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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	Nassau Amelia Utiitiies (NAU) LS No. 27 Rehabilitation	Nassau County	LS Rehab 407,500.00	Chris Lacambra 904-530-6010	6/23 - 07/24
2	Duplex LS Rebuilds M103, 116, 118 & 119	City of Cape Coral	LS Rebuilds 755,371.50	Kathy Rose 239-242-3679	05/23-03/24
3	Mid County LS Pump and Panel Improvements	Charlotte County	LS & Pump Work 320,080.18	Kathy Lindeback 941-743-1378	01/22-11/22

END OF SECTION

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

SECTION 00 41 00
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, U. S. Water Services Corporation as Principal and Swiss Re Corporate Solutions America Insurance Corporation of the City of Kansas City State of Missouri, a corporation existing under the laws of the State of Florida, as Surety, are held and firmly bound unto the City of Holly Hill hereinafter called the Owner, in the sum of *** FIVE PERCENT OF AMOUNT BID *** Dollars ($ 5% of Bid) 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 #20 BYPASS PUMP

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 - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 10th day of June, 2025 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.

N/A (Seal)

IN PRESENCE OF:

N/A (Seal)

(Seal)

(Seal)
Individual or Partner

4939 Cross Bayou Blvd.

New Port Richey, FL 34652
Address

U. S. Water Services Corporation
Corporate Principal

ATTEST:
Edward Mitchell VP/Secretary

Gary Petersen President AFFIX CORPORATE SEAL

1200 Main Street, Suite 800

Kansas City, MO 64105
Address

By
AFFIX
CORPORATE SEAL

Swiss Re Corporate Solutions
America Insurance Corporation
Corporate Surety

ATTEST:

Amanda Jo Herstine
Attorney-in-Fact & FL Licensed Resident Agent
Title

Allyson Foss Wing, Witness

END OF SECTION Inquiries: (407) 834-0022

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

BRYCE R. GUIGNARD, APRIL L. LIVELY, JENNIFER L. HINDLEY, MARGIE L. MORRIS, DEBORAH ANN DEFOE,
M. GARY FRANCIS, CHRISTINE MORTON, KELLY PHELAN, ALLYSON FOSS WING, DAVID TURCIOS,
WESLEY MATT ADCOCK and AMANDA JO HERSTINE JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION ($200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION CORPORATE SEAL 1973 MISSOURI

SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION CORPORATE SEAL MISSOURI

By _____
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By _____
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC

WESTPORT INSURANCE CORPORATION CORPORATE SEAL MISSOURI

IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 28TH day of JUNE, 20 24

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

State of Illinois
County of Cook ss

On this 28TH day of JUNE, 20 24, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SPCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

Karen M. Szweda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 10th day of June, 20 25

OFFICIAL SEAL
KAREN M SZWEDA
Notary Public, State of Illinois
Commission No. 978628
My Commission Expires September 26, 2027

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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. ITB-25-WW-10-1 for Lift Station 20 Bypass Pump.

This sworn statement is submitted by U.S. Water Services Corporation whose business address is 4939 Cross Bayou Blvd., New Port Richey FL 34652 and (if applicable) its Federal Employer Identification Number (FEIN) is 20-0008821. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

My name is Gary Deremer 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 - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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 - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

(Signature) _____ Date: June 10, 2025

State of Florida County of Pasco

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Gary Deremer who, after first being sworn by me, affixed his/her signature in the space provided above on this 10th day of June, 20 25

Notary Public

CHRISTINA R. CREGO
Notary Public-State of Florida
Commission # HH 636984
My Commission Expires
February 04, 2029

My Commission Expires: February 4, 2029

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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: U.S. Water Services Corporation

SIGNED BY: _____

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

TITLE: Gary Deremer, President

ADDRESS: 4939 Cross Bayou Blvd.,

CITY AND STATE: New Port Richey FL 34652

TELEPHONE: 866-753-8292

COMPLETION TIME: 150 Days + 30 Days for Final Completion

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 - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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
Gary Deremer, President

END OF SECTION

SECTION 00 48 60

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Project Number: ITB # 25-WW-10-1

/p. on 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: U.S. Water Services Corporation

Authorized representative (printed): Gary Deremer, President

Authorized representative (signature): _____

Date: June 10, 2025

END OF SECTION

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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)
U.S. Water Services Corporation

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.)
4939 Cross Bayou Blvd.,

Requester's name and address (optional)

City, state, and ZIP code
New Port Richey FL 34652

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
20 0008821

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** ▶ Edward Stuhlreyer — **Date** ▶ June 10, 2025

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

Section 00 48 80

Affidavit of E-Verify Requirements Compliance

ITB 25-WW- Lift Station 20 Bypass Pump

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.

U.S. Water Services Corporation

Consultant/Contractor Name and Address

4939 Cross Bayou Blvd.,
New Port Richey FL 34652

Signature

Gary Deremer, President

Name and Title

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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
Standard Trench Box (100 LF x $50.00/LF)	$5,000.00
Shoring (50 SY x $100.00/SY)	$5,000.00

Ten Thousand Dollars

(Cost in Words)

TOTAL $ 10,000.00

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

COMPANY NAME: U.S. Water Services Corporation

DATE: June 10, 2025 BY: _____

Gary Deremer, President

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

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

SECTION 00 62 00
CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Edward Mitchell, certify that I am the Secretary of the corporation named as Principal in the within Bid Bond; that Gary Deremer 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.

US Water Services Corporation CORPORATE SEAL 2003 FLORIDA

Edward Mitchell, Secretary

AFFIX CORPORATE SEAL

END OF SECTION

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		
	_____	$	
	_____	$	

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 Gary Deremer, President
A complete copy of this form with original signature must accompany bid.

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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

DELCHER, CECIL R

U S WATER SERVICES CORPORATION
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY FL 34652

LICENSE NUMBER: CGC003307

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/23/2024

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.

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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

DEREMER, GARY ANDREW

US WATER SERVICES CORPORATION
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY FL 34652

LICENSE NUMBER: CUC1223914

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/23/2024

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.

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

State of Florida
Department of State

I certify from the records of this office that U.S. WATER SERVICES CORPORATION is a corporation organized under the laws of the State of Florida, filed on April 30, 2003, effective April 28, 2003.

The document number of this corporation is P03000047833.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on February 2, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Eighteenth day of June, 2024

Secretary of State

Tracking Number: 2102501516CU

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

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

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

FLORIDA DEPARTMENT of STATE DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Profit Corporation
U.S. WATER SERVICES CORPORATION

Filing Information

Document Number	P03000047833
FEI/EIN Number	20-0008821
Date Filed	04/30/2003
Effective Date	04/28/2003
State	FL
Status	ACTIVE
Last Event	CORPORATE MERGER
Event Date Filed	03/20/2025
Event Effective Date	NONE

Principal Address

4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652

Changed: 03/31/2004

Mailing Address

4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652

Changed: 05/09/2005

Registered Agent Name & Address

Deremer, Gary A
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652

Name Changed: 02/04/2025

Address Changed: 02/04/2025

Officer/Director Detail

Name & Address

Title CEO

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

DEREMER, GARY
4939 CROSS BAYOU BLVD.
NEW PORT RICHEY, FL 34652

Title VP

DELCHER, CECIL
4939 CROSS BAYOU BLVD.
NEW PORT RICHEY, FL 34652

Title VP

AMIOTT, RALPH
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652

Title VP

KADER, MOHAMMED
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652

Title VP, Secretary

Mitchell, Edward
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652

Title CFO

RUPE, KAYCEE
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652

Title VP

SALIBA, CHRIS
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652

Title VP

RENDELL, WILLIAM TROY
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652

Title VP

DUPONT, JEFFREY
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Title VP

VOSS, AARON
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652

Title SVP

Elias, Dan
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652

Title SVP

Jones, Kenneth
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652

Title VP

Benderski, Ron
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652

Title VP

SCHULTZ, DAVID, Jr.
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652

Title VP

Blocker, Daniel
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652

Title VP

Isaiah, Gil
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652

Title VP

Kalan, Frank
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652

Title VP

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Larsen, Benjamin
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652

Title SVP

Rocha, Raymond
4939 CROSS BAYOU BOULEVARD
NEW PORT RICHEY, FL 34652

Annual Reports

Report Year	Filed Date
2023	01/11/2023
2024	02/02/2024
2025	02/04/2025

Document Images

03/20/2025 -- Merger	View image in PDF format
02/04/2025 -- ANNUAL REPORT	View image in PDF format
11/04/2024 -- Reg. Agent Change	View image in PDF format
05/13/2024 -- Amendment	View image in PDF format
02/02/2024 -- ANNUAL REPORT	View image in PDF format
01/11/2023 -- ANNUAL REPORT	View image in PDF format
01/24/2022 -- ANNUAL REPORT	View image in PDF format
01/20/2021 -- ANNUAL REPORT	View image in PDF format
03/31/2020 -- Amended and Restated Articles	View image in PDF format
01/16/2020 -- ANNUAL REPORT	View image in PDF format
09/25/2019 -- Amendment	View image in PDF format
04/04/2019 -- ANNUAL REPORT	View image in PDF format
03/02/2018 -- ANNUAL REPORT	View image in PDF format
04/24/2017 -- ANNUAL REPORT	View image in PDF format
04/15/2016 -- ANNUAL REPORT	View image in PDF format
02/19/2015 -- ANNUAL REPORT	View image in PDF format
02/26/2014 -- ANNUAL REPORT	View image in PDF format
03/18/2013 -- ANNUAL REPORT	View image in PDF format
04/19/2012 -- ANNUAL REPORT	View image in PDF format
04/13/2011 -- ANNUAL REPORT	View image in PDF format
04/02/2010 -- ANNUAL REPORT	View image in PDF format
04/29/2009 -- ANNUAL REPORT	View image in PDF format
03/31/2008 -- ANNUAL REPORT	View image in PDF format
04/30/2007 -- ANNUAL REPORT	View image in PDF format
04/30/2006 -- ANNUAL REPORT	View image in PDF format
05/09/2005 -- ANNUAL REPORT	View image in PDF format
03/31/2004 -- ANNUAL REPORT	View image in PDF format
08/07/2003 -- Amendment	View image in PDF format
06/09/2003 -- Off/Dir Resignation	View image in PDF format

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

04/30/2003 -- Domestic Profit View image in PDF format

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

"ATTACHMENT F"

CONTRACTS ON HAND

Name, Location and Description of Project	Owner	Architect or Engineer	Contract Price	Scheduled Completion	Reference/Contract Include Address and Phone
Cortez Blvd (SR 50) Pump Station Replacement Project, Hernando County **Scope of Work:** Replacement of the Pump (Lift) Station on Cortez Blvd (SR50)	Hernando County	Coastal Engineering 966 Candlelight Blvd., Brooksville FL 34601	2,389,769.02	TBD	CITY OF BROOKSVILLE 201 HOWELL AVENUE BROOKSVILLE, FL 34601 David Kingsbury, Utilities Operations Manager davidk@cityofbrooksville.us 352-540-3860
Pasco County Southwest Utility Improvements, Pasco County FL **Scope of Work:** The work includes but is not limited to the completed removal and reconstruction of wastewater Lift Station Nos. 4 and 13, and rehabilitation of wastewater Lift Station No. 6, as well as new water main pipeline interconnection between an existing 12" NPR water main and an existing 14" FGUA (now PascoCounty) water main along the right of way (ROW) of US Hwy 19, as per the listed specifications	Pasco County	Ardura Group, Inc. 4921 Memorial Highway One Memorial Center, Ste 300 Tampa, FL 33634	2,053,940.25	06/22/25	Pasco County BOCC 7536 State Street, Suite 221 New Port Richey FL 34654 Kimberlie Miller, Asst Purchasing Director kimmiller@pascocountyfl.net 727-847-8194
Utilities Lift Station #21 Replacement, DeSoto County FL **Scope of Work:** The scope of work consists providing capacity and electrical upgrades to an existing lift station. This includes relocation of the lift station within the same parcel with security upgrades. Taps of existing lines will be required as well as installation of associated valves. Once work is completed site restoration shall be required.	Desoto County	Weiler Engineering Corporation 201 West Marion Ave., Ste 1306 Punta Gorda FL 33950	1,415,047.31	09/12/25	DeSoto County BOCC 201 E Oak Street Arcadia FL 34266 Jacque Daniels, Purchasing Agent; Greg Harris, Utilities Director; Alex Shannon, Facilities Superintendent Jdaniels@desotobocc.com 863-993-4816
Lift Station No. 3 Rehabilitation, Town of Highland Beach FL **Scope of Work:** The work covered by these specifications comprises, in general, the furnishing of all labor, equipment, materials, and performing all operations for the rehabilitation and specific improvements of Lift Station No. 3 for the The work covered by these specifications comprises, in general, the furnishing of all labor,	Town of Highland Beach		459,023.36	07/09/25	Town of Highland Beach Clerk's Office c/o Skender Corna, Management Analyst 3614 South Ocean Blvd., Highland Beach, Florida 33487 Skender Corna, Mgmt Analyst scorna@highlandbeach.us 561-637-2046
Master Pump Station 6500, LS616, LS617 Improvements, Lee County FL **Scope of Work:** The CONTRACTOR shall complete construction at MPS (Master Pump Station) 6600, LS (Lift Station) 616 and LS (Lift Station) 617. This includes site preparation, demolition of existing piping and concrete equipment pads, construction of new concrete equipment slabs, installation of bypass pumping systems, MPS 6600 wet well rehabilitation, furnishing and installing new diesel backup pump system and piping at MPS 6600, relocation or replacement of the existing odor control system at MPS 6600, electrical and controls improvements, instrumentation system upgrades, and site restorations	Lee County	Lee County Utilities 1500 Monroe Street Fort Myers FL 33901	1,512,040.32	05/13/25	Lee County Procurement Mgmt Dept. 2115 Second Street, 1st Floor Fort Myers, FL 33901 Sara Long, Resource Analyst slong@leegov.com 239-533-8886

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

"ATTACHMENT J"

PROJECTS COMPLETED

Name, Location and Description of Project	Owner	Architect or Engineer	Date Completed	Contract Price	Reference/Contract Include Address and Phone
Nassau Amelia Utilities (NAU) Lift Station No. 27 Rehabilitation **Scope of Work:** Replacement of Lift Station (LS) No. 27 for Nassau Amelia Utilities. The work to be performed is generally described as Replacement of LS No. 27 with a duplex submersible pump station	Nassau County	GSG, Inc 280 Wekiva Springs Rd., Suite 2070 Longwood FL 32779	07/25/24	407,500.00	Board of County Commissioners, Nassau County Judicial Annex Office of the Ex-Officio Clerk 76347 Veterans Way, Suite 456 Yulee, Florida 32097 Chris Lacambra clacambra@nassaucountyfl.com 904-530-6010
Duplex Lift Station Rebuilds M103, 116, 118 & 119 **Scope of Work:** The refurbishment of four (4) lift stations (No. M103, 116, 118, and 119), including the rehabilitation of the existing wet wells, electrical improvements, the replacement of submersible pumps,replacement of the upper barrel section of the wet well, and the furnishing and installation of associated piping and valves, the replacement of valve vault and wet well lids and hatches and the miscellaneous concrete work	City of Cape Coral	Weston & Sampson, Inc., 1520 Royal Palm Square Blvd. Suite 260 Fort Myers FL 33919	03/03/24	755,371.50	City of Cape Coral 1015 Cultural Park Blvd., 2nd Floor Cape Coral FL 33990 Kathy Rose, Contract Specialist 239-242-3679 krose@capecoral.gov
Berkeley Manor Flow Diversion (Regency Oaks Drive) Lift Station Rehabilitation **Scope of Work:** Hernando County BOCC is soliciting Underground Utility Contractor or General Contractor that are active in utility lift station rehabilitation to include a bypass plan submitted by the Vendor/Contractor. The rehabilitation will also include the installation of a new generator. The existing wet well, new valve vault, and new collector manhole will be coated per HCUD specifications Section 9. The station will receive a new electrical service and panel as well. There is approximately 900' of ten inch force main to be installed along with an approximately 170' of eight inch force main under US 19 via directional bore.	Hernando County		05/05/23	742,165.28	Hernando County BOCC 1653 Blaise Drive Brooksville, FL 34601 Brad Smith 352-758-4858 bsmith@hernandocounty.us
Mid County Lift Station Pump and Panel Improvements **Scope of Work:** Installation of County procured pumps, panels, and electrical upgrades as specified for each of six (6) lift stations	Charlotte County		11/30/22	320,080.18	Charlotte County Purchasing Division 18500 Murdock Circle, Suite 344 Port Charlotte, Florida 33948-1094 Kathy Lindeback 941-743-1378 kathy.lindback@charlottecountyfl.gov
Satellite Lift Station R&R 2020, Group 2 **Scope of Work:** Rehabilitation of sewage lift stations and manholes	Manatee County		08/31/22	611,532.42	Manatee County Public Works 1022 26th Avenue East Bradenton FL 34208 Anthony Benitez, PE 941-704-7450 anthony.benitez@mymanatee.org
City of Palatka Reuse Irrigation Transfer Pumps **Scope of Work:** The project involves installation of new suction lift pumps, piping, electrical, controls, and appurtenances to supply reclaimed water from the City's wastewater treatment plant to a new holding pond.	City of Palatka	Hanson Professional Service Inc. 8075 Gate Parkway West, Suite 204 Jacksonville, Florida 32216	06/30/22	164,009.89	City of Palatka 201 N 2nd Street Palatka FL 32177 Mandi Tucker, Grants Administrator 386-329-0107 mtucker@palatka-fl.gov
Quality Drive Lift Station Rehabilitation **Scope of Work:** The station will need to be bypassed which will require a bypass plan submitted by the Vendor/Contractor. The rehabilitation will also include the installation of a permanent bypass pump which will take the place of the existing generator. This pump cannot be utilized for the bypass process during construction. A proposed grinder will need to be installed in accordance with the plans, the existing wet well, collector manhole and proposed manhole will be coated per HCUD specifications Section 9.The station will receive a new electrical panel as well. All site improvements are as shown in the plans.	Hernando County		09/29/21	876,394.29	Hernando County BOCC 1653 Blaise Drive Brooksville, FL 34601 Brad Smith 352-758-4858 bsmith@hernandocounty.us

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

ATTACHMENT K - LIST OF MAJOR EQUIPMENT AVAILABLE

ITEM	PURCHASE DATE	CONDITION	ACQUIRED VALUE
2004 International Dump Truck VIN#92229	2004	Good	29,800.00
2005 F450 Crane Truck VIN#53261	2005	Good	41,500.00
2007 F550 Crane Truck VIN#84966	2007	Good	29,730.00
2013 Kenworth Vacuum Truck VIN#34072	2019	Good	217,350.00
2020 F550 Crane Truck VIN#27494	2020	Good	104,500.00
2019 Econoline Van Sewer Camera VIN#31980	2019	Good	138,000.00
2020 F550 Crane Truck VIN#96421	2020	Good	104,500.00
2019 F550 Dump Truck VIN#04526	2020	Good	64,309.00
2019 F550 Crane Truck VIN#14701	2019	Good	97,526.15
2013 F550 Crane Truck VIN#44644	2013	Good	52,135.44
2004 Case 580M Backhoe VIN#08613	2004	Good	28,000.00
2004 Case 580M Backhoe VIN# 82767	2004	Good	28,000.00
2013 Godwin Pump VIN#66216	2013	Good	30,000.00
2004 John Deere 110 Backhoe VIN#11987	2004	Good	18,000.00
2020 Bobcat E50 Excavator VIN#11736	2020	Good	79,000.00
2020 Bobcat E35 Excavator VIN#16573	2020	Good	53,000.00
2012 Cat Mini Excavator VIN 00349	2012	Good	20,000.00
2019 JCB Mini Excavator VIN#20841	2020	Good	52,000.00
2010 Colman Trailer Light Tower VIN#7999	2010	Good	12,000.00

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

ATTACHMENT K - LIST OF MAJOR EQUIPMENT AVAILABLE

ITEM	PURCHASE DATE	CONDITION	ACQUIRED VALUE
2018 Bobcat E50 Mini Excavator VIN# 15123	2018	Good	73,339.00
2001 Bobcat 322 Mini Excavator VIN#14722	2001	Good	4,234.00
2006 John Deere 50D Excavator VIN#45497	2001	Good	29,775.00
2019 Bobcat E35 Excavator VIN#14074	2019	Good	30,698.00
2009 Portable Pump VIN#54886	2009	Good	N/A
2005 Godwin 6" Pump VIN#43135	2005	Good	45,000.00
2007 Godwin 6" Pump VIN#49501	2006	Good	45,000.00
2014 Godwin 3" Pump VIN#377//03	2014	Good	28,000.00
2014 Godwin 4" Pump VIN#528/38	2014	Good	32,000.00
2014 Dogwin 4" Pump VIN#528/37	2014	Good	32,000.00
2014 Godwin 4" Pump VIN# 528/45	2014	Good	32,000.00
2014 Homemade Equip Trailer VIN#27845	2014	Good	4,800.00
2011 Godwin 6" Pump VIN#59561	2011	Good	48,000.00
2016 Big Tex Dump Trailer VIN#05258	2016	Good	7,754.00
2018 Big Tex Dump Trailer VIN#27490	2018	Good	8,998.00
2018 Big Tex Dump Trailer VIN#43453	2018	Good	5,427.00
2020 Triple Crown 12' Dump Trailer VIN#11153	2020	Good	5,427.00
2004 16' Enclosed Trailer VIN#17110	2004	Good	3,450.00
2012 Tilt Flatbed Trailer VIN#11828	2012	Good	4,995.00

ATTACHMENT K - LIST OF MAJOR EQUIPMENT AVAILABLE

ITEM	PURCHASE DATE	CONDITION	ACQUIRED VALUE
2005 Emerson Equip Trailer VIN#52003	2005	Good	4,995.00
2013 Atlantic Equip Trailer VIN#02101	2013	Good	5,200.00
2019 Bigfoot Equipment Trailer VIN#63697	2019	Good	7,635.00
2009 Godwin Generator VIN 55451	2009	Good	N/A
2013 MGS Equip trailer VIN#66431	2013	Good	30,000.00
2013 MGS Equip trailer VIN#66435	2013	Good	30,000.00
2016 Wacker Generator VIN#26122	2016	Good	N/A
2016 MGS Equip trailer VIN#73378	2016	Good	82,000.00
2018 Great Northern Equp Trailer VIN#55123	2018	Good	68,446.00
2007 16' Utility Trailer VIN#00546	2007	Good	2,800.00
2000 Avenger Utility Trailer VIN#11327	2000	Good	2,500.00
2003 Forest River 14' Cargo Trailer VIN#14715	2003	Good	1,043.00
2013 Covenant Utility Trailer VIN#07713	2013	Good	3,445.00
2015 Freedom Enclosed 14' Trailer VIN#33915	2015	Good	3,350.00
2015 Freedom Enclosed 16' Trailer VIN#33800	2015	Good	3,350.00
2018 Freedom Enclosed 14' Trailer VIN#52769	2018	Good	3,927.00
2018 Freedom 16' Trailer VIN#52599	2018	Good	3,772.00
2016 Anderson Flatbed Trailer VIN#78053	2016	Good	4,800.00

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Key Personnel				
Name / Position / Address	**Percentage Owned**	**Date Started with organization**	**Date Started in Construction**	**Prior Positions and Experience in Construction**
Gary Deremer, President/ CEO - 8625 Seapointe Court, New Port Richey, FL 34668	71.35%	04/01/03	01/01/84	Over 36 years direct experience relating to operations, maintenance and rehabilitation of water and wastewater utility systems.
Ralph Amiott, VP - 19104 Harborbridge Ln., Lutz, FL 33558	10.26%	04/01/03	01/01/83	Over 37 years direct experience relating to operations, maintenance and rehabilitation of water and wastewater utility systems.
Cecil Delcher, VP - 11702 Forest Hills Dr., Tampa FL 33612	7.47%	05/09/03		
Mohammed Y. Kader P.E. , VP / Director of Enigneering - 9806 Palazzo St., Seffner, FL 33584		04/01/03	11/01/87	32 years of experience in permitting, design and management of wastewater and stormwater systems in Florida and Georgia.
Edward Mitchell, GM/ Sr. VP - 2337 Highland Woods Dr., Dunedin, FL 34698	2.79%	10/01/13	07/01/86	Maintains corporate margins for 77 million dollar utility company with 450 employees which specializes in water and wastewater operations, engineering, maintenance and construction management. Develop business efficiencies for cost savings; organizational development; primary client management for 400 clients; corporate marketing and media relations.

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

ATTACHMENT O

FINANCIAL REFERENCES

Wells Fargo Bank – Commercial Banking Division
Andrew Tyner, Relationship Manager
100 South Ashley Drive, Suite 1000, Tampa, FL 33602
Phone: (813) 225 4318
Email: Andrew.Tyner@wellsfargo.com

TD Bank – Secondary Banking Relationship
Paul McManus, Commercial Market Director
2307 W Kennedy Boulevard, 2nd Floor, Tampa, FL 33609
Phone: (727) 404-5270
Email: Paul.Mcmanus2@td.com

Bank of Tampa – Commercial Banking
Jordan Young, Commercial Relationship Manager
601 Bayshore Boulevard, Suite 100, Tampa, FL 33606
Phone: (813) 872 1292
Email: JYoung@bankoftampa.com

Coastal Bay Wealth Management – Corporate Investment & 401K Fund Management
Michael Cox, President
5709 Tidalwave Drive, New Port Richey, FL 34652
Phone: (727) 910 2001
Email: Michael.Cox@raymondjames.com

Guignard Company - Bonding Agent
Gary Francis, Contract Bond Specialist
1904 Boothe Circle, Longwood, FL 32750
Phone: (407) 834 0022
Fax: (407) 260 1767
Email: gary@guignardcompany.com

Gary Deremer, President/CEO

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Brimmer, Burek & Keelan, LLP

Certified Public Accountants
5601 Mariner Street, Suite 200 • Tampa, Florida 33609
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Members of:
American Institute of Certified Public Accountants

Florida Institute of Certified Public Accountants

May 9, 2025

Kaycee Rupee
U.S. Water Services Corporation
4939 Cross Bayou Blvd.
New Port Richey, FL 34652

Dear Ms. Rupee:

Enclosed for U.S. Water Services Corporation are financial statements for the years ended December 31, 2024 and 2023, as follows:

- One bound copy of the long form financial statements, Schedule of general and administrative expenses and financial ratio analysis.
- Scanned pdf copy of the long form financial statements, Schedule of general and administrative expenses and financial ratio analysis.

If you have any questions, please do not hesitate to call.

Sincerely,

Brimmer, Burek and Keelan LLP

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

U.S. WATER SERVICES CORPORATION
NEW PORT RICHEY, FLORIDA
AUDITED FINANCIAL STATEMENTS
YEARS ENDED DECEMBER 31, 2024 AND 2023

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Brimmer, Burek & Keelan, LLP

Certified Public Accountants

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors
U.S. Water Services Corporation
New Port Richey, Florida

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of U.S Water Services Corporation (S Corporation) which comprise the balance sheets as of December 31, 2024, and 2023, and the related statements of income, changes in stockholders' equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of U.S Water Services Corporation as of December 31, 2024, and 2023, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of U.S Water Services Corporation and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about U.S Water Services' ability to continue as a going concern for one year after the date that the financial statements are issued or when applicable, one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of U.S Water Services' internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about U.S Water Services' ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Report on Supplementary Information

The supplementary information included on pages 23-24 is presented for purposes of additional analysis and is not a required part of the basic financial statements. The information is the representation of management. We have reviewed the information and, based on our review, we are not aware of any material modifications that should be made to the information in order for it to be in accordance with accounting principles generally accepted in the United States of America. We have not audited the information and, accordingly, do not express an opinion on such information.

BRIMMER, BUREK & KEELAN LLP

Brimmer, Burek & Keelan LLP

Certified Public Accountants

May 7, 2025

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

U.S. WATER SERVICES CORPORATION
NEW PORT RICHEY, FLORIDA
BALANCE SHEETS
DECEMBER 31, 2024 AND 2023

ASSETS

	2024	2023
Current Assets		
Cash	$ 8,550,596	$ 8,480,982
Trading Securities Investments	7,181,663	6,696,511
Account Receivables	35,132,514	26,726,816
Notes Receivable	265,907	16,376
Contract Assets	27,059,755	19,520,520
Prepaid Expenses	4,948,363	3,339,522
Inventory	2,835,074	-
Total Current Assets	85,973,872	64,780,727
Property and Equipment - Net	15,146,557	12,110,437
Other assets		
Right of Use Assets	1,479,755	885,311
Investments in Joint Venture	1,923,613	1,711,512
Deposits	53,221	47,126
Goodwill	32,908,589	17,099,476
Total Other Assets	36,365,178	19,743,425
Total Assets	$ 137,485,607	$ 96,634,589

LIABILITIES AND STOCKHOLDERS' EQUITY

Current Liabilities		
Current Portion of Capital Lease Obligation	$ 634,140	$ 1,472,503
Current Portion of Long-Term Debt	6,768,544	3,436,961
Current Portion of Right of Use Liability	727,920	427,598
Accounts Payable	8,973,489	6,189,834
Accrued Expenses	6,362,118	5,305,505
Other Liabilities	257,163	286,725
Contract Liabilities	2,883,517	1,691,799
Due to shareholder	3,360,737	3,587,012
Total Current Liabilities	29,967,628	22,397,937
Long Term Portion of Capital Lease Obligation	1,301,355	1,878,503
Right of Use Liability	808,276	492,656
Long-Term debt	26,716,548	11,761,282
Total Long Term Liabilities	28,826,179	14,132,441
Total Liabilities	58,793,807	36,530,378
Stockholders' equity		
Common stock ($0.001 par value; authorized and issued - 4000 shares outstanding - 3603 and 3,541 shares, respectively	4	4
Additional paid-in capital	996	996
Retained earnings	82,060,102	63,223,477
Accumulated other comprehensive income	603,082	556,518
Treasury Stock at Cost	(3,972,385)	(3,676,785)
Total stockholders' equity	78,691,799	60,104,210
Total liabilities and stockholders' equity	$ 137,485,607	$ 96,634,589

See accompanying notes to the financial statements.

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

U.S. WATER SERVICES CORPORATION
NEW PORT RICHEY, FLORIDA
STATEMENTS OF INCOME AND RETAINED EARNINGS
FOR THE YEARS ENDED DECEMBER 31, 2024 AND 2023

	2024	Percentage of Revenue	2023	Percentage of Revenue
Revenues from contract revenue	$ 198,333,813	98.4%	$ 173,212,927	99.3%
Reimbursable sales to joint venture	3,255,080	1.6%	1,246,598	0.7%
Total Sales	201,588,893	100.0%	174,459,525	100.0%
Cost of Revenues				
Bonds and Permits	449,887	0.2%	255,421	0.1%
Direct Materials	51,444,983	25.9%	42,713,379	24.7%
Equipment Rental	661,387	0.3%	1,094,109	0.6%
Repair and Maintenance	2,902,068	1.5%	3,087,852	1.8%
Direct Labor	48,746,822	24.6%	45,077,014	26.0%
Subcontractors	23,021,024	11.6%	21,386,812	12.3%
Other Costs	7,966,502	4.0%	5,064,736	2.9%
	135,192,673	68.2%	118,679,323	68.5%
Gross Profit	66,396,220	33.5%	55,780,202	32.2%
General and Administrative Expenses	34,697,355	17.5%	29,127,193	16.8%
Income (Loss) from Operations	31,698,865	16.0%	26,653,009	15.4%
Other Income (Expense)				
Interest Income	727,907	0.4%	352,523	0.2%
Interest Expense	(891,892)	-0.4%	(613,444)	-0.4%
Gain (Loss) on Disposal of Equipment	653,196	0.3%	163,750	0.1%
Gain (Loss) on Investments	2,164,077	1.1%	901,440	0.5%
	2,653,288	1.3%	804,269	0.5%
Net Income	34,352,153	17.3%	27,457,278	15.9%
Other Comprehensive Income				
Unrealized gains (losses) on SWAP agreement	46,564	0.0%	(259,923)	-0.2%
Comprehensive Income	$ 34,398,717	17.3%	$ 27,197,355	15.7%

See accompanying notes to the financial statements.

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

U.S. WATER SERVICES CORPORATION
NEW PORT RICHEY, FLORIDA
STATEMENTS OF STOCKHOLDERS' EQUITY
DECEMBER 31, 2024 AND 2023

	Common Stock	Treasury Stock	Other Comprehensive Income	Retained Earnings	Total
Balance at January 1, 2023	$ 1,000	$ (4,562,416)	$ 816,447	$ 48,396,984	$ 44,652,015
Net Income	-	-	-	27,457,278	27,457,278
Sale of Treasury Stock	-	1,989,561	-	-	1,989,561
Repurchase of Treasury Stock	-	(1,103,930)	-	-	(1,103,930)
SWAP agreement unrealized gains			(259,929)	-	(259,929)
Distributions To Stockholders	-	-	-	(12,630,785)	(12,630,785)
Balance at December 31, 2023	1,000	(3,676,785)	556,518	63,223,477	60,104,210
Net Income	-	-	-	34,352,153	34,352,153
Sale of Treasury Stock	-	1,784,803	-	-	1,784,803
Repurchase of Treasury Stock	-	(2,080,403)	-	-	(2,080,403)
Change in SWAP unrealized gains	-	-	46,564	-	46,555
Distributions To Stockholders	-	-	-	(15,515,528)	(15,515,528)
Balance at December 31, 2024	$ 1,000	$ (3,972,385)	$ 603,082	$ 82,060,102	$ 78,691,799

See accompanying notes to the financial statements.

U.S. WATER SERVICES CORPORATION
NEW PORT RICHEY, FLORIDA
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2024 AND 2023

	2024	2023
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income (loss)	$ 34,352,153	$ 27,457,278
Adjustments to reconcile net income (loss) to net cash provided (used) by operating activities:		
Depreciation	4,162,043	3,638,562
(Gain) on sale of equipment	(653,196)	(163,750)
(Gain), loss on investments	(310,510)	(672,872)
Equity income from joint venture USW-A	(1,853,566)	(228,567)
Right of use asset and liability, net	21,498	18,062
(Increase) decrease in:		
Accounts and notes receivable	(6,835,680)	(6,471,014)
Contract Assets	(7,539,235)	(4,846,489)
Prepaid Expenses	(1,608,841)	(156,083)
Change in Inventory	(463,736)	-
Deposits	(6,095)	(1,815)
Other Assets	-	-
Increase (decrease) in:		
Accounts payable	2,783,655	(681,642)
Accrued liabilities	1,056,613	(3,096,149)
Other liabilities	(29,562)	(119,486)
Due to ROAMS LLC	-	(736,215)
Change on SWAP instruments	46,565	(259,929)
Contract liabilities	1,191,718	720,168
Net cash provided (used) by operating activities	24,313,824	14,400,059
CASH FLOWS FROM INVESTING ACTIVITIES:		
Proceeds from sale of property and equipment	1,054,525	507,044
Purchases of property and equipment	(5,147,389)	(364,504)
Purchase of investment, net	(174,642)	(2,825,641)
Proceeds from sale of marketable securities	-	9,766,169
Proceeds from USW-A joint venture distributions	1,641,465	1,342,696
Business combination, net	-	(3,960,001)
Net cash provided (used) by investing activities	(2,626,041)	4,465,763
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from capital lease obligation	-	259,923
Payments on capital lease obligation	(1,415,511)	(1,173,894)
Payments on long-term debt	(4,165,254)	(3,097,406)
Payments to due to owners, net	(226,277)	-
Distributions to stockholders	(15,515,528)	(11,750,722)
Sale of treasury stock	1,784,803	1,989,561
Purchase of treasury stock	(2,080,402)	(1,103,931)
Net cash provided (used) by financing activities	(21,618,169)	(14,876,469)
Net increase (decrease) in cash and equivalents	69,614	3,989,353
Cash and equivalents, beginning of year	8,480,982	4,491,629
Cash and equivalents, end of year	$ 8,550,596	$ 8,480,982

See accompanying notes to the financial statements.

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

U.S. WATER SERVICES CORPORATION
NEW PORT RICHEY, FLORIDA
STATEMENTS OF CASH FLOWS (Continued)
FOR THE YEARS ENDED DECEMBER 31, 2024 AND 2023

SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:

	2024	2023
Interest paid	$ 891,892	$ 613,444

NON-CASH DISCLOSURE ON INVESTING AND FINANCING ACTIVITIES:

Acquisition of PP&E	$ 7,599,492	$ 6,100,403
BCI equipment purchase	-	(71,692)
Equipment notes payable issued	(2,452,103)	(5,664,207)
Cash paid for property and equipment	$ 5,147,389	$ 364,504
Acquisitions		
Goodwill	$ (15,809,113)	$ (4,399,463)
Assets/liabilities assumed, net	(4,190,887)	439,462
Notes payable issued	20,000,000	-
Total cash used for the purchases	$ -	$ (3,960,001)

See accompanying notes to the financial statements.

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

U.S. WATER SERVICES CORPORATION
NEW PORT RICHEY, FLORIDA
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of significant accounting policies is presented to assist in understanding the Company's financial statements. These accounting policies conform to accounting principles generally accepted in the United States of America and have been consistently applied in the preparation of the financial statements.

Business Operations

U.S. Water Services Corporation (The Company) is a Florida Corporation established specifically to service water and wastewater utilities. The Company provides utility operations, engineering, plant troubleshooting, design/build services, plant maintenance, rehabilitation, and regulatory compliance management.

Management Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and Equivalents

The Company considers all highly liquid investments with a maturity of three months or less to be cash equivalents.

The Company from time to time during the year may have bank balances in excess of its insured limits. Management has deemed this as a normal business risk.

Financial Instruments

Financial instruments consist of cash and cash equivalents, accounts receivable, investments, accounts payable and long-term debt. The carrying value of cash, accounts receivable, and accounts payable approximate fair value due to their short-term nature.. Debt is estimated to approximate fair value based on the discounted present value using current market interest rates.

Reclassifications

The Company had made a change to the presentation of the statement of cash flows in prior period financial statements to conform to the current period's presentation.

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

U.S. WATER SERVICES CORPORATION
NEW PORT RICHEY, FLORIDA
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Concentrations of Credit Risk

The Company generates contract receivables in the normal course of business. The Company grants credit to customers throughout Florida, Georgia, Iowa, Illinois, Oklahoma, Colorado, Indiana, Massachusetts, Missouri, Michigan, New Jersey, New York, Ohio, Pennsylvania, South Carolina, Tennessee, Texas, Washington, Virginia. The Company reserves the right to file statutory liens on all significant projects in which collection problems are anticipated. The liens serve as collateral for contract receivables.

Accounts Receivable

Account receivables are carried net of allowance for doubtful accounts. Account receivables are recognized in the period the Company's right to consideration is unconditional. The allowance for doubtful accounts is increased by provisions charged to expense and reduced by accounts charged off, net of recoveries. The allowance is maintained at a level considered adequate to provide for potential account losses based on management's evaluation of the anticipated impact on the balance of current economic conditions, changes in the character and size of the balance, past and expected future loss experience and other pertinent factors.

Changes to the allowance for doubtful accounts were as follows:

	As of and for the Years Ended December 31,	
	2024	2023
Balance at Beginning of Year	$ 304,967	$ 455,217
Provision for Doubtful Accounts	34,995	-
Bad Debt Expense (Recoveries)	(99,995)	(150,250)
Balance at End of Year	$ 239,967	$ 304,967

Property and Equipment

Property and equipment are recorded at cost less accumulated depreciation. Depreciation of property and equipment is provided on straight-line methods over the following estimated useful lives:

	Years
Vehicles	5 - 10
Furniture and Fixtures	1 - 7
Tools and Equipment	3 - 10
Leasehold Improvements	Term of Lease

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

U.S. WATER SERVICES CORPORATION
NEW PORT RICHEY, FLORIDA
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Asset Impairment Assessments

The Company reviews long lived assets for impairment whenever events or circumstances indicate that the carrying value of such assets may not be fully recoverable. Impairment is recognized to the extent that the sum of undiscounted estimated future cash flows expected to result from use of the assets is less than carrying value. If impairment is recognized, the carrying value of the impaired asset is reduced to its fair value.

Investment in Joint Venture

Investment in joint venture represents a 50% interest in a joint venture known as "U.S. Water/Wade Trim, LLC". Investment in joint venture is accounted for under the equity method of accounting. The Company's share of losses are not recognized in excess of equity balances. The joint venture was formed to provide services with the award of the joint proposal prepared by both the Company and Wade Trim of Florida, Inc. organizations and pertaining specifically to the FGUA RFP dated 2005. The goal is for both organizations to serve the awarded contracts as the contracts dictate services associated with each organization. At December 31, 2024 and 2023, there was no activity in the joint venture as the awarded contracts were re-assigned to the Company upon renewal in 2019. The joint venture remains active for future opportunities involving both organizations.

On August 31, 2023, the Company signed a membership interest agreement to buy fifty percent (50%) of the membership interests in US Water- Acciona Seawater Desalination Partners, LLC (USW-A). The Company recorded an investment in the amount of $2,825,641 for the purchase. The Company share of the income for the year-ended December 31, 2024, was $1,853,566 and received distributions of $1,641,466 from USW-A. The investment in USW-A as of December 31, 2024, was $1,923,613. The investment is accounted for under the equity method of accounting.

Income Taxes

The Company has elected to be taxed as an S Corporation under the provisions of the Internal Revenue Code. Income of the Company is taxable to the stockholders and no provision for income taxes has been made in the financial statements. The Company anticipates making future distributions to the stockholders in amounts at least sufficient to pay taxes on the Company's taxable income.

As required by FASB Codification 740 - Income Taxes, management has evaluated the tax positions and concluded that the Company had maintained its tax status and had taken no uncertain tax positions that require adjustment to the financial statements for the year ended December 31, 2024 and 2023, respectively. Therefore, no provision or liability for income taxes has been included in the financial statements. With few exceptions, the Company is no longer subject to U.S. federal, state or local income tax examinations by authorities for years before December 31, 2021.

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

U.S. WATER SERVICES CORPORATION
NEW PORT RICHEY, FLORIDA
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Advertising

Advertising and marketing costs are charged to operations when incurred and were $66,180 and $69,594 for the years ended December 31, 2024 **and 2023**, respectively.

Self-Insurance

The Company is partially self-insured for workers' compensation coverage. The workers' compensation liability included in accrued expenses includes an estimate of claims incurred as of the balance sheet date which have not been reported to the Company. Operations are charged with the cost of claims reported and an estimate of the claims incurred but not reported.

Warranties

The Company provides a warranty covering defects specific to its portion of contracts. Estimated future warranty obligations are provided by charges to operations in the year in which the related revenue is recognized. Warranty costs are accrued based on actual claim experience.

Changes in the warranty reserve are as follows:

	As of and for the Years Ended December 31,	
	2024	2023
Balance at Beginning of Year	$ 540,712	$ 1,140,844
Provision for Warranty Losses adjustment	(540,712)	(600,132)
Warranty Expenses	-	-
Balance at End of Year	$ -	$ 540,712

NOTE 2 - REVENUE FROM CONTRACTS WITH CUSTOMERS

In May 2014, the FASB issued accounting standards update ("ASU") 2014-09, *Revenue from Contracts with Customers (Topic 606)*, which outlines a single, comprehensive model for accounting for revenue from contracts with customers.

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

NOTE 2 - REVENUE FROM CONTRACTS WITH CUSTOMERS (Continued)

In accordance with ASC 606, the Company recognizes revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which the Company expects to be entitled in exchange for those goods or services. In determining when and how revenue is recognized from contracts with customers, the Company performs the following five step analysis: (1) identification of contract with customer, (2) determination of performance obligations, (3) measurement of the transactions price, (4) allocation of the transaction price to the performance obligation, and (5) recognition of revenue when or as the Company satisfies each performance obligation.

The Company recognizes revenue using the percentage-of-completion method, based primarily on contract costs incurred to date compared to total estimated contract costs (an input method). The percentage-of-completion cost-to-cost method (cost-to-cost method) is the most representative depiction of the Company's performance because it directly measures the value of the asset transferred to the customer. Subcontractor materials, labor and equipment are included in revenue and cost of revenue when management believes that the Company is acting as a principal rather than as an agent.

Changes to total estimated contract cost or losses, if any, are recognized in the period in which they are determined as assessed at the contract level. Pre-contract costs are expensed as incurred unless they are expected to be recovered from the customer.

The nature of the Company's contracts gives rise to several types of variable consideration, including pending and unpriced change orders, claims, awards, incentive fees, liquidated damages, and penalties. The Company recognizes revenue for variable consideration when it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur. The Company estimates the amount of revenue to be recognized on variable consideration using the expected value (i.e., the sum of a probability-weighted amount) or the most likely amount method, whichever is expected to better predict the amount.

Due to uncertainties inherent in the estimation process, it is possible that estimates of costs to complete a performance obligation will be revised in the near-term. For those performance obligations for which revenue is recognized using a cost-to-cost input method, changes in total estimated costs, and related progress towards complete satisfaction of the performance obligation, are recognized on a cumulative catch-up basis in the period in which the revisions to the estimates are made. When the current estimate of total costs for a performance obligation indicates a loss, a provision for the entire estimated loss on the unsatisfied performance obligation is made in the period in which the loss becomes evident.

The Company does not adjust the contract price for the effects of a significant financing component if the Company expects, at contract inception, that the period between when the Company transfers a service to a customer and when the customer pays for that service will be one year or less.

Under the typical payment terms of the Company's contracts, amounts are billed as work progresses in accordance with agreed-upon contractual terms at periodic intervals (e.g., biweekly or monthly) and customer payments are typically due within 30 days of billing, depending on the contract.

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

U.S. WATER SERVICES CORPORATION
NEW PORT RICHEY, FLORIDA
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023

NOTE 2 - REVENUE FROM CONTRACTS WITH CUSTOMERS (Continued)

Revenue by segment

	2024	2023
Revenue by product offerings:		
Utility operations	$ 91,340,321	$ 83,663,587
Industrial operations	22,360,290	20,418,820
Military Operations	22,683,075	11,525,581
Maintenance	42,312,071	46,584,817
Service dept & billing	6,415,478	6,461,148
Other revenue	13,222,578	4,558,974
	$ 198,333,813	$ 173,212,927
Revenue recognition methodology		
Over time	$ 83,249,286	$ 54,261,768
At a point in time	115,084,527	118,951,159
	$ 198,333,813	$ 173,212,927

Sales with Related Party Entities

U.S. Water Services Corporation's (USWSC) organic growth strategies is to conduct business with separate entities owned by common shareholders of USWSC. In 2024, USWSC provided services to 44 outside companies all owned by numerous shareholders of USWSC. The majority shareholder is holding majority ownership of all entities. Sales to these entities amounted to approximately $18,650,000 and $6,957,000 for the years ended December 31, 2024, and 2023, respectively. The sales to related entities are included in the gross sales reported in the income statement. Additionally, the Company purchased approximately $1,500,000 and $3,170,000 from the related party entities.

Contract Assets and Contract Liabilities

The timing of revenue recognition may differ from the timing of invoicing to customers. Contract assets include unbilled amounts from revenues recognized under the cost-to-cost measure of progress exceed the amounts invoiced to the Company's customers, as the amounts are not currently billable under the terms of our contracts. In addition, many of the Company's time and materials arrangements are billed in arrears pursuant to contract terms that are standard within the industry, resulting in contract assets being recorded, as revenue is recognized in advance of billings. Contract assets are generally classified as current.

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

NOTE 2 - REVENUE FROM CONTRACTS WITH CUSTOMERS (Continued)

Contract Assets and Contract Liabilities (Continued)

Contract liabilities from the Company's long-term construction contracts arise when amounts invoiced to its customers exceed revenues recognized under the cost-to-cost measure of progress. Contract liabilities additionally include advanced payments from the Company's customers on certain contracts. Contract liabilities decrease as the Company recognizes revenue from the satisfaction of the related performance obligation and are recorded as either current or long-term, depending upon when the Company expects to recognize such revenue.

Contract assets and liabilities consist of the following:

	Years Ended December 31,	
	2024	2023
Costs Incurred on Uncompleted Construction Contracts	$ 67,884,557	$ 47,243,646
Estimated Earnings	15,334,687	7,018,123
	83,219,244	54,261,769
Less Billings to Date	59,043,006	36,433,047
Net contract assets	$ 24,176,238	$ 17,828,722

These amounts are reflected in the financial statements as follows:

	December 31,	
	2024	2023
Contract Assets	$ 27,059,755	$ 19,520,520
Contract Liabilities	(2,883,517)	(1,691,799)
	$ 24,176,238	$ 17,828,721

Revenue recognized for the years ended December 31, 2024 and 2023 that was included in the contract liability balance at the beginning of each year was $2,883,517 and $1,691,799, respectively.

Transaction Price Allocated to Remaining Unsatisfied Performance Obligations

The transaction price allocated to remaining unsatisfied performance obligations (remaining performance obligation) was approximately $44,650,000 and $30,168,000 at December 31, 2024 and 2023, respectively.

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

U.S. WATER SERVICES CORPORATION
NEW PORT RICHEY, FLORIDA
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023

NOTE 3 – ACCOUNT RECEIVABLES

Account receivables consist of the following:

	December 31, 2024	December 31, 2023
Completed Contracts and Contracts in Progress	$ 34,363,281	$ 26,927,561
Retention	1,009,200	104,222
Allowance for Doubtful Accounts	(239,967)	(304,967)
	$ 35,132,514	$ 26,726,816

NOTE 4 – TRADING SECURITIES INVESTMENTS

Investments in trading securities are summarized as follows:

	Fair Value	Quoted Prices Observable Inputs (Level 1)	Other than Quoted Prices Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
December 31, 2024				
Equities funds	$ 2,047,675	$ 2,047,675	$ -	$ -
Fixed Income	4,198,544	-	4,198,544	-
Common stocks	935,444	935,444	-	-
Total	$ 7,181,663	$ 2,983,119	$ 4,198,544	$ -
December 31, 2023				
Equities funds	$ 1,265,468	$ 1,265,468	$ -	$ -
Fixed Income	4,490,366	-	4,490,366	-
Common stocks	940,677	940,677	-	-
Total	$ 6,696,511	$ 2,206,145	$ 4,490,366	$ -

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

U.S. WATER SERVICES CORPORATION
NEW PORT RICHEY, FLORIDA
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023

NOTE 4 – TRADING SECURITIES INVESTMENTS (Continued)

	Gross Unrealized Gain	Gross Unrealized Loss	Fair Value
December 31, 2024			
Equities funds	$ 475,242	$ -	$ 2,047,675
Fixed Income	-	(60,315)	4,198,544
Common stocks	203,452	-	935,444
Total marketable securities	$ 678,694	$ (60,315)	$ 7,181,663
December 31, 2023			
Equities funds	$ 207,958	$ -	$ 1,265,468
Fixed Income	182	-	4,490,366
Common stocks	132,385	-	940,677
Total marketable securities	$ 340,525	$ -	$ 6,696,511

Fair Value Measurements. The Company's investments are reported at fair value in the accompanying balance sheets. Accounting literature on Fair Value Measurements establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. This hierarchy consists of three broad levels: Level 1 inputs consist of unadjusted quoted prices in active markets for identical assets and have the highest priority, and Level 3 inputs have the lowest priority. The Company uses appropriate valuation techniques based on the available inputs to measure the fair value of its investments. When available, the Company measures fair value using Level 1 inputs because they generally provide the most reliable evidence of fair value. Level 2 inputs are used for investments for which Level 1 inputs were not available and Level 3 inputs were only used when Level 1 or Level 2 inputs were not available.

Level 1 Fair Value Measurements
The fair value of the equities is determined by reference to quoted market prices.

Level 2 Fair Value Measurements

The fair value of the bonds held by the Company is based on quoted prices for identical or similar assets that trade in non-active markets. At December 31, 2024, the Company's fixed income investments fall within Level 2 of the fair value hierarchy.

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

U.S. WATER SERVICES CORPORATION
NEW PORT RICHEY, FLORIDA
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023

NOTE 5 - PROPERTY AND EQUIPMENT

Property and equipment is summarized as follows:

	2024	2023
Transportation equipment	$ 24,329,883	$ 21,305,457
Warehouse equipment	6,415,674	5,379,906
Leasehold improvements	739,572	663,974
	31,485,129	27,349,337
Less accumulated deprecation	(16,338,572)	(15,238,900)
	$ 15,146,557	$ 12,110,437

Depreciation expense was $4,162,043 and $3,638,562 for the years ended December 31, 2024 and 2023, respectively.

NOTE 6 - GOODWILL

On January 18, 2022, the Company acquired Ramboll Americas O&M Solutions, LLC ("RAOMS"), previously owned by Ramboll Group A/S. The Company recorded goodwill of $11,128,382 at the time of purchase. Goodwill is the excess of the purchase price paid over the fair value of the net assets of the acquired business. Goodwill is subject to annual impairment testing which was most recently conducted on December 31, 2024.

On June 30, 2023, the Company acquired Blackburn Controls, Inc. ("BCI"). The Company recorded goodwill of $4,399,463 at the time of purchase. Goodwill is the excess of the purchase price paid over the fair value of the net assets of the acquired business. Goodwill is subject to annual impairment testing which was most recently conducted on December 31, 2024.

On September 30, 2024, the Company acquired Rocha Controls, Inc.(RC) and Technical Sales Corporation (TSC). The Company recorded goodwill of $956,996 and $ 14,836,102 at the time of purchase. Goodwill is the excess of the purchase price over the fair value of the net assets of the acquired business. Goodwill is subject to annual impairment testing which was most recently conducted on December 31, 2024.

NOTE 7 - LINE OF CREDIT

The Company has a line of credit agreement with a maximum borrowing limit of $7,500,000, which was renewed in 2023 and increased to $12,500,000 on January 2024 and is secured by the Company's assets. Interest is payable monthly at the Daily Simple SOFR plus 1.40%. There is an unused commitment fee of .10%. As of December 31, 2024, and 2023, there were no amounts outstanding on the line of credit. The Company's line of credit is subject to certain financial covenants.

The Daily Simple SOFR rate was 4.34% and 5.38% at December 31, 2024 and 2023, respectively.

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

U.S. WATER SERVICES CORPORATION
NEW PORT RICHEY, FLORIDA
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023

NOTE 8 - ACCRUED EXPENSES

Accrued expenses consisted of the following:

	2024	2023
Accrued Expenses	$ 1,274,258	$ 1,123,025
Accrued Vacation Liabilities	956,000	1,046,894
Payroll and Other Taxes	4,131,860	3,135,586
	$ 6,362,118	$ 5,305,505

NOTE 9 - NOTE PAYABLE

The carrying value of long-term debt approximates its fair value. Long-term debt consisted of the following:

	2024	2023
Notes payable on vehicles	$ 6,339,364	$ 5,515,481
Note payable -Acquisition and other capital term loans	19,523,810	-
Note payable - RAOMS Acquisition term loans	8,225,000	10,239,286
Total notes payable	34,088,174	15,754,767
Less current portion of long-term debt	(6,768,544)	(3,436,961)
SWAP contract adjustment	(603,082)	(556,524)
Total long-term debt	$ 26,716,548	$ 11,761,282

The schedule of maturities of long-term debt in future periods is as follows:

2025	$ 6,768,544
2026	6,518,332
2027	8,630,312
2028	3,792,590
2029 and thereafter	8,378,396
Total	$ 34,088,174

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

NOTE 9 - NOTE PAYABLE (Continued)

The Company financed vehicles with The Bank of Tampa during 2023 and 2024. Monthly payments on these installment notes payable are approximately $185,775 in principal and with interest rates between 5.00% to 5.95%. These notes have maturities extending through the year 2025 to 2029. The balance at December 31, 2024 and 2023 was $6,339,364 and $5,515,481, respectively. All notes are collateralized by the vehicles.

The Company financed the purchase of RAOMS, LLC with Wells Fargo term note during 2022. Monthly payments on the note payable are approximately $167,900 in principal and interest rate of 2.79%. The notes have maturities extending through the year 2027. The balance at December 31, 2024 and 2023 was $8,225,000 and $10,239,286 respectively. The note is collateralized by the assets of the Company.

The Company financed the purchase TSC and Rocha Controls with Wells Fargo term note on September 30, 2024. Monthly payments on the note payable are approximately $238,095 in principal and interest rate of SOFR plus 1.90%. The notes have maturities extending through the year 2029. The balance at December 31, 2024 was $19,523,810. The note is collateralized by the assets of the Company.

The Company entered into the interest rate SWAP transaction in connection with the term note on January 6, 2022, the valuation of the interest rate SWAP agreement as of December 31, 2024 and 2023 was $603,082 and $556,524, respectively.

NOTE 10 - LEASES

Right of use assets and liabilities

ASU 2016-02 was issued to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities on the balance sheet and disclosing key information about leasing arrangements.

We determine if an arrangement is a lease at inception of the contract. Our right-of-use assets represent our right to use the underlying assets for the lease term and our lease liabilities represent our obligation to make lease payments arising from the leases. Right-of-use assets and lease liabilities are recognized at the commencement date based on the present value of lease payments over the lease term.

We have elected the practical expedient that allows lessees to choose to not separate lease and non-lease components by class of underlying asset and are apply this expedient to all relevant asset classes. We have also elected the practical expedient package to not assess at adoption (i) expired or existing contracts for whether they are or contain a lease, (ii) the lease classification of any existing leases or (iii) initial indirect costs for existing leases.

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

NOTE 10 - LEASES (Continued)

The Company leases equipment and offices under operating lease agreements which expire through December 2029. Rent expense was $2,276,175 and $1,960,478 for the years ended December 31, 2024 and 2023, respectively, including $327,579 and $315,253 to related parties through common ownership for the years ended December 31, 2024 and 2023, respectively.

Finance Leases

The Company leases vehicles under a finance lease, which expires in December 2026. The economic substance of the lease is the Company is financing the acquisition of the asset through the lease, and accordingly, it is recorded in the Company's assets and liabilities.

Vehicles held under the capital lease at December 31, 2024 is as follows:

Vehicles	$ 6,347,144
Less Accumulated Amortization	4,401,316
	$ 1,945,828

Amortization expense amounted to $1,298,297 for the year ended December 31, 2024, and is included in depreciation expense.

Minimum future lease payments under the capital and operating leases as of December 31, 2024 are as follows:

Year Ending December 31	Related Party Operating	Third Party Operating Leases	Total Operating Leases	Finance Leases
2025	$ 88,836	$ 749,377	$ 838,213	$ 1,543,333
2026	-	354,985	354,985	752,002
2027	-	299,994	299,994	662,862
2028	-	196,930	196,930	403,438
2029	-	32,822	32,822	336,198
	88,836	1,634,108	1,722,944	3,697,833
Less Amount Representing Interest			186,748	1,762,338
Total Lease Obligation			1,536,196	1,935,495
Less Current Portion of Lease Obligation			727,920	634,140
			$ 808,276	$ 1,301,355

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

NOTE 10 - LEASES (Continued)

Discount rate use in the calculation of the right of use asset is between 3.25% to 8.50% and finance lease interest rate is between 5.00% to 6.24%.

NOTE 11 - RETIREMENT PLAN

The Company sponsors a retirement plan established under the provisions of Internal Revenue Code Section 401(k) covering substantially all of its full-time employees. The Company matches 50% of each participant's annual contribution up to a maximum of $2,500 per participant. Contributions to the plan were $686,661 and $752,816 for the years ended December 31, 2024 and 2023, respectively.

NOTE 12 - SIGNIFICANT CUSTOMER

The Company derived approximately 43% and 31% of its contract revenues from three customers during the years ended December 31, 2024 and 2023, respectively. The Company had contract receivables of approximately $14,142,000 and $8,434,571 from these customers at December 31, 2024 and 2023, respectively. The net amount of contract assets related to these customer were approximately $13,197,000 and $7,326,030 at December 31, 2024 and 2023, respectively.

NOTE 13 - TREASURY STOCK

During the year ended December 31, 2023, the Company repurchased 52 shares of treasury stock from 3 employees for $1,103,931. Additionally, the Company sold 89 shares of treasury stock to employees throughout for $1,989,561. The sale of this stock was recorded using the average-cost method.

During the year ended December 31, 2024, the Company repurchased 359 shares of treasury stock from three 3 employees for $2,080,403. Additionally, the Company sold 308 shares of treasury stock to employees throughout the year for $1,784,803. The sale of this stock was recorded using the average-cost method.

NOTE 14 - CONTINGENCIES

The Company, from time to time, is involved in various legal proceedings and claims in the ordinary course of its business. In the opinion of management, the probable resolution of such contingencies will not have a material adverse effect on the financial position or results of operations of the Company.

NOTE 15 - SUBSEQUENT EVENTS

The date to which events occurring after December 31, 2024, the date of the most recent balance sheet, have been evaluated for possible adjustment to the financial statements or disclosure is May 7, 2025, which is the date on which the financial statements were available to be issued.

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

SUPPLEMENTARY INFORMATION

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

U.S. WATER SERVICES CORPORATION
NEW PORT RICHEY, FLORIDA
SCHEDULES OF GENERAL AND ADMINISTRATIVE EXPENSES
DECEMBER 31, 2024 AND 2023

	Years Ended December 31,			
	2024		2023	
	Amount	Percentage of Revenue	Amount	Percentage of Revenue
Advertising and Marketing	$ 66,180	0.0%	$ 69,594	0.0%
Automobile Expense	3,593,208	1.8%	3,169,751	1.8%
Bad Debt Expense (Recovery)	(99,995)	-0.1%	(150,250)	-0.1%
Bank Service Charges (Refunds)	120,617	0.1%	(11,477)	0.0%
Contributions	128,472	0.1%	102,265	0.1%
Depreciation and Amortization	4,162,043	2.1%	3,638,562	2.1%
Dues and Subscriptions	118,707	0.1%	106,774	0.1%
Employee Development and Relocation	171,148	0.1%	178,689	0.1%
Equipment Rental	150,084	0.1%	274,207	0.2%
Fuel	2,441,891	1.2%	2,655,404	1.5%
Insurance	9,755,160	4.9%	9,035,654	5.2%
Lodging and Travel	681,582	0.3%	683,433	0.4%
Meals and Entertainment	52,125	0.0%	348,513	0.2%
Office Rent	1,104,483	0.6%	866,369	0.5%
Office Expense	1,490,848	0.8%	863,357	0.5%
Payroll Expense	8,404,063	4.2%	5,017,384	2.9%
Penalties and Fines	3,460	0.0%	3,134	0.0%
Postage and Delivery	157,764	0.1%	146,333	0.1%
Professional Fees	488,435	0.2%	694,353	0.4%
Repairs and Maintenance	162,965	0.1%	108,165	0.1%
Taxes and Licenses	475,603	0.2%	284,824	0.2%
Telephone and Utilities	858,022	0.4%	805,533	0.5%
Uniforms	210,490	0.1%	236,622	0.1%
	$ 34,697,355	17.5%	$ 29,127,193	16.8%

See accompanying notes to the financial statements.

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

U.S. WATER SERVICES CORPORATION
NEW PORT RICHEY, FLORIDA
FINANCIAL RATIO ANALYSIS
FOR THE YEARS ENDED DECEMBER 31, 2024 AND 2023

		2024		2023	
Debt Service Coverage Ratio	Net Income + Depreciation & Amortization + Interest Expense	$ 39,406,089	4.75:1	$ 31,709,283	6:1
	Interest Expense +Current Maturities of LTD + Current Portion of Capital Lease Obligation	8,294,576		5,522,908	
Minimum Tangible Net Worth	Stockholders' Equity	$ 78,691,799		$ 60,104,210	
	Less: Intangible assets	-		-	
	Less: Due from Shareholder	-		-	
	Less Intercompany AR	-		-	
	Tangible Net Worth	$ 78,691,799		$ 60,104,210	
Maximum Debt to Tangible Net Worth	Long Term Debt	$ 28,620,985	0.36:1	$ 14,196,309	0.24:1
	Tangible Net Worth	$ 78,691,799		$ 60,104,210	
Current Ratio	Current Asset	$ 85,973,872	2.87:1	$ 64,780,727	2.89:1
	Current Liability	$ 29,967,628		$ 22,397,937	
Fixed Charge Coverage Ratio	Net Income+Interest Expense+Depreciation & Amortization-Distributions+Contributions	$ 23,890,561	2.88:1	$ 19,078,498	3.45:1
	Interest expense+ Current Maturities of LTD+Current Portion of Capital Lease Obligations	8,294,576		$ 5,522,908	
Asset Coverage Ratio	75% net of Accounts Receivable	$ 26,349,386	0.92:1	$ 20,045,112	1.41:1
	Long Term Debt	$ 28,620,985		$ 14,196,309	
Minimum EBITDA	Net Income	$ 34,352,153		$ 27,457,278	
	Plus: Interest Expense	891,892		613,444	
	Plus: Depreciation & Amortization	4,162,043		3,638,562	
	Plus: Taxes	-		-	
	EBITDA	$ 39,406,088		$ 31,709,284	
Adjusted EBITDA	Net Income	$ 34,352,153		$ 27,457,278	
	Plus: Interest Expense	891,892		613,444	
	Plus: Depreciation & Amortization	4,162,043		3,638,562	
	Plus: Taxes	-		-	
	Plus: Investment loss (gains)	(310,510)		(672,872)	
	Adjusted EBITDA	$ 39,095,578		$ 31,036,412	

See accompanying notes to the financial statements

Attachment: Exhibit C - U.S. Water Services Corp Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Docusign Envelope ID: 63D30F7C-F93F-4236-A4A8-C693E 7E79

SECTION 00 30 00
PROPOSAL

FOR

CITY OF HOLLY HILL

LIFT STATION #20 BYPASS PUMP
ITB NO. 25-WW-10-1

(To be completed in Duplicate)

Bidder's Name: RCM Utilities, LLC

Submitted: June 10th, 2025

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

Gentlemen:

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

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

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

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

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

Attachment: Exhibit D - RCM Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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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 #20 BYPASS PUMP

for the City of Holly Hill, Florida, complete in every respect in strict accordance with the drawings, specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed in the "Schedule of Unit Prices: Section 00 31 00" attached and made a part of this Bid. **The bid total is:**

One Hundred Eighty One Thousand Seven Hundred Fifty Dollars
(In Words)

Dollars $ **181,750.00** (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 contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his/her Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his/her Surety, then such excess shall be paid to the Owner by the Contractor or his/her Surety.

SUPPLEMENTAL REQUIREMENTS

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

Schedule of Unit Prices: Section 00 31 00
Statement of Bidder's Qualifications: 00 32 00

Attachment: Exhibit D - RCM Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Docusign Envelope ID: 63D30F7C-F93F-4236-A4A8-C693E99B7E79

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
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
W9 Request for Taxpayer Identification Number and Certification

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. Bidders are advised that the offering of any alternatives to the sole source supplied equipment will be grounds for rejection of their bid as not responsive. The second category of equipment includes those items where the Owner and Engineer deem there to be more than one acceptable supplier of the particular item listed. The equipment which falls under these two categories is 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

Attachment: Exhibit D - RCM Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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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 D - RCM Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Docusign Envelope ID: 63D30F7C-F93F-4236-A4A8-C693E99B7E79

SCHEDULE OF MAJOR MANUFACTURERS
AND SUPPLIERS

Category I - Sole Source Equipment Items:

Item No.	Spec. No.	Equipment/Material	Manufacturer or Supplier
1.	33 01 30.10	Bypass Pump	Thompson Pump

Category II - Major Equipment Items:

Attachment: Exhibit D - RCM Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Docusign Envelope ID: 63D30F7C-F93F-4236-A4A8-C693E99B7E79

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	N/A	N/A	N/A
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

F. Allen Bates III — 06/10/2025
Name (signature) — Date

Francis Allen Bates III
Name (typed and printed)

VP/CFO
Title

ACKNOWLEDGMENT OF ADDENDA

Attachment: Exhibit D - RCM Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Docusign Envelope ID: 63D30F7C-F93F-4236-A4A8-C693E99B7E79

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: 06/05/2025
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 Nine Thousand Eighty Seven Dollars and Fifty Cents Dollars (9,087.50), made payable to City of Holly Hill (Owner).

RCM Utilities, LLC
(Name of Bidder) (Affix Seal)

F. Allen Bates III
(Signature of Officer)

VP/CFO
(Title of Officer)

RCM Utilities, LLC
Name of Bidder

1451 Pine Grove Road
Address

Eustis, FL 32726
City/State/Zip

352-561-2990
Telephone

CUC1225240
Contractor's Florida License Number

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

Christopher Ryan Creech 41620 Silver Drive Umatilla, FL 32784

Francis Allen Bates III 40124 W 6th Ave Umatilla, FL 32784

Melissa Marie Moss 13507 County Road 450 Umatilla, FL 32784

END OF SECTION

Attachment: Exhibit D - RCM Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Docusign Envelope ID: 63D30F7C-F93F-4236-A4A8-C693E99B7E79

SECTION 00 31 00
SCHEDULE OF UNIT PRICES
CITY OF HOLLY HILL

LIFT STATION #20 BYPASS PUMP
ITB NO. 25-WW-10-1

ITEM NO.	*DESCRIPTION*	*QTY*	*UNIT*	*UNIT COST*	*TOTAL*
1	Mobilization/Demobilization	1	LS	16,339.00	16,339.00
2	Preconstruction Video	1	LS	500.00	500.00
3	Field Locate and Expose Existing Utilities	1	LS	2,250.00	2,250.00
4	Sitework	1	LS	11,969.00	11,969.00
5	Complete Skid Mount Emergency Bypass Pump	1	LS	93,869.00	93,869.00
6	Mechanical (Pipe, Valves, and Fittings)	1	LS	38,390.00	38,390.00
7	Tie-Ins				
	a) Tie-In Bypass Pump Discharge to Existing Force Main	1	LS	3,973.00	3,973.00
8	Electrical	1	LS	3,750.00	3,750.00
9	Allowances	1	LS	2,500.00	2,500.00
10	MOT	1	LS	625.00	625.00
11	Restoration	1	LS	2,585.00	2,585.00
12	As-Built Plans	1	LS	5,000.00	5,000.00
				BASE BID TOTAL	181,750.00

Submitted by: Francis Allen Bates III
Contractor: RCM Utilities, LLC
Address: 1451 Pine Grove Road Eustis, FL 32726
Telephone: 352-561-2990 Fax: 352-292-0139
State of Florida Certified General Contractor or Underground Contractor (Required Information)
Licensee: Christopher Creech License No: CUC1225240

Attachment: Exhibit D - RCM Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Docusign Envelope ID: 63D30F7C-F93F-4236-A4A8-C693E99B7E79

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.
RCM Utilities, LLC

B. Permanent main office address.
1451 Pine Grove Road Eustis, FL 32726

C. When organized.
01/2018

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?
7 Years

F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
See Attached List

G. General character of work performed by your company.
Underground Utility Contractor

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 List**.

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 Attached

N. Credit available: $ **1,000,000**

O. Give bank reference: **Citizens First Bank Jennifer Couture 352-751-2138 Ext 2038**

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 D - RCM Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Docusign Envelope ID: 63D30F7C-F93F-4236-A4A8-C693E99B7E79

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 9:15 AM this 10th day of June, 2025.

RCM Utilities, LLC Francis Allen Bates III
Name of Bidder

By: VP/CFO
Title

State of Florida

County of Lake

Francis Allen Bates III being duly sworn deposes and says that he is the VP/CFO of RCM Utilities, LLC and that the answers to the RCM Utilities, LLC foregoing questions
Name of Organization

and all statements therein contained are true and correct.

Subscribed and sworn to before me this 10th day of June, 2025.

Virginia Lynn Penley Foley
Notary Public

Virginia Lynn Penley Foley
Notary Public (Print or Type)

Notary Public State of Florida
Virginia Lynn Penley Foley
My Commission HH 678857
Expires 5/22/2029

My commission expires: 05/22/29

Attachment: Exhibit D - RCM Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Docusign Envelope ID: 63D30F7C-F93F-4236-A4A8-C693E99B7E79

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
None	N/A	1) N/A 2) N/A 3) N/A
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)

END OF SECTION

Attachment: Exhibit D - RCM Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Docusign Envelope ID: 63D30F7C-F93F-4236-A4A8-C693E99B7E79

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	Lift Station 15 & Lift Station 6 & Lift Station 3	City of Lake Wales	Lift Station Re-Pipe & Bypass	Randell Britt 863-678-4114	08/2024 - 10/2024
2	Lift Station 56	City of Tavares	Lift Station Rehab	Shannon Parrish 352-742-6400	02/2025 - 02/2025
3	WWTP 1 Master LS	City of Mount Dora	Lift Station Bypass & Rehab	Bill Millikin 352-735-7105	04/2025 - 06/2025

END OF SECTION

Attachment: Exhibit D - RCM Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Executed in 4 Counterparts

Bid Bond

CONTRACTOR:
(Name, legal status and address)
RCM Utilities, LLC
1451 Pine Grove Road
Eustis, FL 32726

SURETY:
(Name, legal status and principal place of business)
The Gray Casualty & Surety Company
P.O. Box 6202
Metairie, LA 70009-6202

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

BOND AMOUNT:
5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
LIFT STATION #20 BYPASS PUMP, HOLLY HILL, FLORIDA Project Number, if any: 25-WW-10-1

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 10th day of June, 2025

(Witness)

RCM Utilities, LLC
(Principal) *(Seal)*

By: F. Alan R- III
(Title)

(Witness) Migdiel Burgos

The Gray Casualty & Surety Company
(Surety) *(Seal)*

By: Jeffrey W. Reich
(Title) Jeffrey W. Reich, Attorney-in-Fact & FL Licensed Resident Agent
Inquiries: 407-786-7770

THE GRAY CASUALTY & SURETY COMPANY SEAL

By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

Attachment: Exhibit D - RCM Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: Bid Bond
Principal: RCM Utilities, LLC
Obligee: City of Holly Hill

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Jeffrey W. Reich**

on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of
$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 28th day of October, 2021.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 28th day of October, 2021, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 10th day of June , 2025 .

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 10th day of June , 2025 .

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

Attachment: Exhibit D - RCM Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Docusign Envelope ID: 63D30F7C-F93F-4236-A4A8-C693E99B7E79

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. 25-WW-10-1 for LIFT STATION #20 BYPASS PUMP.

This sworn statement is submitted by RCM Utilities, LLC whose business address is 1451 Pine Grove Road Eustis, FL 32726 and (if applicable) its Federal Employer Identification Number (FEIN) is 82-4160762. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

My name is Francis Allen Bates III any my relationship to the entity named above is VP/CFO.

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

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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).

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(Signature) F. Allen Bates III Date: 6/10/2025

State of Florida County of Lake

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Francis Allen Bates III who, after first being sworn by me, affixed his/her signature in the space provided above on this 10th day of June, 2025.

Virginia Lynn Penley Foley
Notary Public

My Commission Expires: 05/22/2029

Notary Public State of Florida
Virginia Lynn Penley Foley
My Commission HH 678857
Expires 5/22/2029

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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.

F. Alk R-TT
_____
VENDOR'S SIGNATURE

END OF SECTION

Attachment: Exhibit D - RCM Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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SECTION 00 48 60

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Project Number: ITB # 25-WW-10-1

Jp on 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: **RCM Utilities, LLC**

Authorized representative (printed): **Francis A Bates III**

Authorized representative (signature): F. Alle B-III

Date: **06/09/2025**

END OF SECTION

Attachment: Exhibit D - RCM Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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

Request for Taxpayer Identification Number and Certification

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

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

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

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

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

RCM Utilities, LLC

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

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

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

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

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

☐ Other (see instructions)

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

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

Exempt payee code (if any)

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

(Applies to accounts maintained outside the United States.)

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

1451 Pine Grove Road

6 City, state, and ZIP code

Eustis, FL 32726

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

8	2	–	4	1	6	0	7	6	2

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person Melissa Moss **Date** 1/7/25

General Instructions

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

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

What's New

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

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

Purpose of Form

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

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Section 00 48 80

Affidavit of E-Verify Requirements Compliance

ITB 25-WW- Lift Station 20 Bypass Pump

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.

RCM Utilities, LLC
1451 Pine Grove Road Eustis, FL 32726

Consultant/Contractor Name and Address

F. Allen Bates III

Signature

Francis A Bates III - VP/CFO

Name and Title

Attachment: Exhibit D - RCM Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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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
Sloping and Shoring	1,000.00

One Thousand Dollars
(Cost in Words)

TOTAL $ 1,000.00

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

COMPANY NAME: RCM Utilities, LLC

DATE: 06/10/2025 BY: F. Allen Rowell III

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

Attachment: Exhibit D - RCM Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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SECTION 00 62 00
CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Francis Allen Bates III, certify that I am the Vice President of the corporation named as Principal in the within Bid Bond; that N/A who signed the said Bid Bond on behalf of the Principal was then N/A 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 D - RCM Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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

This is to certify RCM Utilities, LLC Company has issued to City Clerk, of the City of Holly Hill, State of Florida, the following policy or policies; Public Liability Policy No. CLP3753375 effective on January 15th, 20 25, limits 1,000,000/2,000,000, Property Damage Policy No. CLP3753375 effective on January 15th, 2025, and expiring on January 15th, 20 26, limits 1,000,000.

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

F. Allen Ray III

(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 D - RCM Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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SECTION 00 66 00
AFFIDAVIT REGARDING WORKMEN'S COMPENSATION

State of Florida

County of Lake

RCM Utilities, LLC 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 Frank Winston Crum Insurance Company Company, under the terms of Policy No. WC202500000 for a period from January 1st, 2025 to January 1st, 2026.

WITNESS:

Virginia Lynn Penley Foley

CONTRACTOR:

F. Allen Bates III

By Francis Allen Bates III

Title VP/CFO

Sworn to and subscribed before me this 10th day of June, 2025.

Virginia Lynn Penley Foley
Notary Public

Virginia Lynn Penley Foley
Notary Public (Print or Type)

Notary Public State of Florida
Virginia Lynn Penley Foley
My Commission HH 678857
Expires 5/22/2029

My Commission Expires: 05/22/2029

END OF SECTION

Attachment: Exhibit D - RCM Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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

This is to certify that RCM Utilities, LLC, Company has issued to City Clerk, of the City of Holly Hill, State of Florida, the following policy or policies: Workmen's Compensation and Employer's Liability Policy No. WC20250000 effective on January 1st, 20 25.

re Workers Compensation Policy No. WC202500000 effective on January 1st, 20 25 and expiring on January 1st, 20 26 re Workers Compensation limits 1,000,000.

If at any time this coverage is to be canceled, the undersigned will notify the insured and the City of Holly Hill 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 D - RCM Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

RCM Utilities, LLC
1451 Pine Grove Road
Eustis, FL 32726
352-561-2990

Recently Completed Important Projects

1. City of Lake Wales – Lift Station #15 Re-Pipe & Bypass – Completed October 2024 - $84,901.17
2. City of Lake Wales – Lift Station #6 Re-Pipe & Bypass – Completed October 2024 - $75,704.61
3. City of Lake Wales – Lift Station #3 Re-Pipe & Bypass – Completed February 2025 - $75,397.61
4. City of Tavares – Lift Station #56 Lift Station Rehab – Completed February 2025 - $69,971.71
5. City of Mount Dora – WWTP 1 Laster Lift Station – Completed June 2025 - $246,354.00

Attachment: Exhibit D - RCM Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

RCM Utilities, LLC
1451 Pine Grove Road
Eustis, FL 32726
352-561-2990

Similar Experience

1. City of Lake Wales – Lift Station #15 Re-Pipe & Bypass – Completed October 2024 - $84,901.17
2. City of Lake Wales – Lift Station #6 Re-Pipe & Bypass – Completed October 2024 - $75,704.61
3. City of Lake Wales – Lift Station #3 Re-Pipe & Bypass – Completed February 2025 - $75,397.61
4. Gibson Place Water Authority Conservation Authority – Irrigation Pump Station #3 Well No. IR 3 – Completed June 2024 - $3,277277.87
5. City of Zephyrhills – In Plant Lift Station Rehab – Completed June 2024 - $276,578.13
6. Gibson Place Water Authority Conservation Authority – Irrigation Pump Station #1 Well IR-1 – Completed June 2024 - $2,905,528.17
7. Gibson Place Water Authority Conservation Authority – Woodlands & Laurel Oaks Golf Course Irrigation Pump Stations - Completed July 2024 - $732,522.14
8. City of Mount Dora – Lift Station #4 Rehab – Completed July 2024 $135,015.87
9. City of Tavares – Lift Station #56 Lift Station Rehab – Completed February 2025 - $69,971.71
10. City of Mount Dora – WWTP 1 Laster Lift Station – Completed June 2025 - $246,354.00

Attachment: Exhibit D - RCM Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

RCM UTILITIES
FLOW, AMPLIFIED

Contracts on Hand Job #/Name/Description	Annticipated Completion Date		TOTAL CONTRACT PRICE
11-22-389 Rainey Construction - GPU 10 lift Station	Aug-25	$	187,544.00
12-22-408 Rainey Construction - MU 6 Lift Station	Aug-25	$	188,921.00
12-22-409 Rainey Construction - BT 7 Lift Station	Jun-25	$	118,608.00
3-23-446 Rainey Construction - MD #3 Tunnel Station	Jun-25	$	88,648.00
3-23-447 Rainey Construction - MD #4 Tunnel Station	Jun-25	$	88,649.00
3-23-448 Rainey Consturction - GPU #3	Jun-25	$	174,714.00
3-23-449 Rainey Consturction - GPU #4	Jun-25	$	181,415.00
4-23-456 Rainey Construction - MUC #8	Jun-25	$	162,914.00
10-23-498 Forestar Real Estate - Harmony W Lift Station #7	Aug-25	$	906,110.00
10-23-501 Rainey Construction - E-WV-05 Bleed Down Valve	Aug-25	$	85,988.55
10-23-502 Rainey Construction - E-BX-60 Bleed Down Valve	Aug-25	$	85,988.55
10-23-503 Rainey Construction - E-BX-69 Bleed Down Valve	Aug-25	$	85,988.55
11-23-507 Rainey Construction - GPWCA IBT #5	Aug-25	$	269,198.00
11-23-513 GPWCA IPS #6	May-25	$	3,287,693.78
11-23-514 Honeysuckle / Beautyberry Golf Course IPS	May-25	$	473,141.28
12-23-518 Ciraco - Triumph South PH 2	Sep-25	$	231,240.00
12-23-519 Integrity Site - Leo at Wildwood	Aug-25	$	261,399.00
01-24-524 GPWCA IPS #4	Jun-25	$	2,896,231.74
1-24-525 - Ring Power - VCSA LS #12	Oct-25	$	360,889.03
01-24-528 City of Zephyrhills - SWPS RP #5 Generator	Oct-25	$	146,171.11
1-24-532 City of Zephyrhills - LS #13 Generator Replacement	Jun-25	$	148,131.25
01-24-533 Rainey Construction - GPU #25	Jun-25	$	178,586.00
02-24-545 Ciraco Underground - Arbor Park LS #1	Jul-25	$	418,457.00
02-24-553 Rainey Construction - WE-1 Tunnel Pump Station	Jun-25	$	105,968.50
02-24-554 Rainey Construction - ED-1 Tunnel Pump Station	Jun-25	$	111,011.52
03-24-555 Southern Villas RV Park - Southern Villas Testing	Nov-25	$	105,300.00
03-24-557 City of Zephyrhills - Water Tower Pump Replacement	May-25	$	103,406.94
03-24-559 Villages Development - Timberland & Lakes Irr. Pump Station	Jun-25	$	420,967.12
3-24-564 -St. Johns County - Manhole Rehab Project	Jun-25	$	760,670.00
3-24-565 City of Eustis - Eastern WTP Well and HSP Upgrades	Sep-25	$	513,799.08
3-24-563 -City of Port Orange - Townhomes West LS Rehab	Aug-25	$	1,058,181.24
4-24-570 Rainey Construction - GPWCA SWTPS #4	Sep-25	$	252,717.00
4-24-574 Town of Oakland - Oakland Lift Station #7	Aug-25	$	966,464.94
4-24-576 Rainey Construction - SP-1 Tunnel Pump Station	Aug-25	$	121,118.21
4-24-577 Rainey Construction - SP-2 Tunnel Pump Station	Aug-25	$	121,118.21
4-24-578 Rainey Construction - GPU 13	Jun-25	$	194,533.00
4-24-579 Rainey Construction - GPU 14	Dec-25	$	191,662.00
4-24-580 Rainey Construction - MU 8 Lift Station	Aug-25	$	162,914.00
4-24-581 Rainey Construction - GPU 27	Dec-25	$	202,590.00
4-24-582 Rainey Construction - GPU 16	Jul-25	$	202,305.00
4-24-583 Rainey Construction - GPU 18	Nov-25	$	187,899.35
5-24-584 Rainey Construction - GPU 22	Jul-25	$	192,119.43
5-24-585 Rainey Construction - GPU 23	Sep-25	$	200,063.11
5-24-586 Rainey Construction - GPU 24	Sep-25	$	196,463.63

Attachment: Exhibit D - RCM Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

5-24-587 Rainey Construction - GPU 26	Aug-25	$	202,527.53
5-24-603 Smith Site - Hoffner II	Jul-25	$	346,225.00
5-24-604 Florida Civil - Hammock at Rock Springs	Jul-25	$	97,860.00
5-24-605 Castlerock - Elementary School W Lift Station	Jun-25	$	156,807.00
5-24-606 Briar Team - Windward Preserve Lift Station	Sep-25	$	387,160.00
5-24-613 Jon M Hall - Verona Village C Lift Station #1	Sep-25	$	383,760.00
6-24-614 Central FL Site - Woodsprings Suites Lift Station	Oct-25	$	211,508.00
6-24-615 Marlin Construction - The Grove Lift Station	Sep-25	$	112,500.00
6-24-617 Ciraco - Stone Creek POD	Jun-25	$	265,771.00
6-24-618 Paqco - VAV Groveland Lift Station	Aug-25	$	395,058.00
7-24-625 VCDD - VCSA Collection System Repairs	Jul-25	$	439,531.00
7-24-632 Rainey Construction - GPU #15	Jun-25	$	196,459.00
7-24-633 Rainey Construction - GPU #19	Aug-25	$	192,585.00
7-24-634 Hartman Civil - Boulevard Oaks Lift Station	Sep-25	$	387,919.53
7-24-635 Intrgrity Site - New Horizon Plaza	Jun-25	$	247,448.00
8-24-638 JR Davis - Blue Cedar PH 1 Lift Station	Aug-25	$	123,605.00
8-24-643 Rainey Construction - GPWCA IBT #4	Sep-25	$	293,268.20
8-24-644 Hughes Brothers - Tillman Oaks LS	Oct-25	$	255,495.00
9-24-649 - City of Zephyrhills - Effluent Pump Station	Nov-25	$	2,742,000.00
9-24-651 NSCUDD - NSCUDD - CSU WWTF SH Building Mods	Jul-25	$	152,334.44
9-24-652 Rainey Construction - MD 6 Tunnel Station	Jun-25	$	113,523.31
10-24-653 Rainey Construction - GPWCA SWTPS #3	Nov-25	$	256,044.00
10-24-654 Cityof Zephyrhills - Hidden River LS Conversion	Nov-25	$	310,958.26
10-24-659 West 2 West Constrution - Woodsong Lift Station	Jun-25	$	260,160.00
11-24-663 Central FL Civil - West Oak PH III Lift Station	Jun-25	$	339,911.00
11-24-664 JR Davis - Sugarloaf Ridge Lift Station	Sep-25	$	232,368.79
11-24-665 City of Daytona - Lift Station 81 Emergency Repairs	Oct-25	$	237,367.79
12-24-677 Meadows of Astatula - WTP	Nov-25	$	370,000.00
1-25-682 City of Minneola - Sugarloaf WTP Expansion	Mar-26	$	2,413,000.00
1-25-683 NSCUDD - CSU WWTF Headworks Bypass	Jul-25	$	133,802.56
1-25-685 Florida Civil Works - Elevation Pointe Commercial LS	Jan-26	$	148,465.00
1-25-686 - City of Port Orange - Lowes / Gateway LS #82	Jan-26	$	750,500.00
1-25-687 City of Winter Haven - LS #185 Rehab	Jun-25	$	130,405.15
1-25-688 City of Palm Coast - 13-4 / 23-1 LS Rehabs	Sep-25	$	284,851.90
2-25-670 VCCDD - VCSA WTP #3 VFD Installation	Aug-25	$	87,790.00
2-25-671 Rainey Construction - GPU #28	Jul-25	$	227,103.00
2-25-692 City of Zephyrhills - LS #28	Aug-25	$	207,774.85
2-25-693 City of Zephyrhills - Storm Station 15 rehab & force main	Oct-25	$	406,485.58
2-25-694 Bowling Green - CDBG Manholes	Aug-25	$	192,000.00
2-25-696 Forestar - Harmony 2G 2H Lift Station	Oct-25	$	390,030.51
2-25-698 City of Ocoee - LS 41, LS 31, LS 20 & LS 11	Jun-25	$	125,702.55
2-25-699 :LSSA WTP #3 Well Generator Replacement	Jan-26	$	60,200.00
2-25-702 Belair Sitework - Canvas at Wildwood	Feb-26	$	281,585.00
3-25-703 City of Mount Dora - WWYP #1 Master LS Rehab	Jun-25	$	225,954.00
3-25-704 Tomoka Construction - Riverbend Landings	Jan-26	$	114,410.00
3-25-705 Rainey Construction - SSU #62 Lift Station	Sep-25	$	346,184.00
3-25-706 LCSB - Tavares Elementary Portable	Jun-25	$	159,600.00

Attachment: Exhibit D - RCM Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

3-25-708 Jr Davis Construction - Westview POB Neighborhood 2B	Nov-25	$	159,440.00
3-25-709 Jr Davis Construction - Westview POB Neighborhood 3	Jan-26	$	159,440.00
3-25-711 Hughes Brothers - Woodland Crossings LS	Nov-25	$	357,640.00
3-25-712 Emerald Lakes - West PH 2 Lift Station	Oct-25	$	249,835.00
3-25-713 Jimmy Excavating - Lumberyard District LS	Jan-26	$	802,195.00
3-25-714 DB Civil - Oak Grove Villages LS	Feb-26	$	161,345.00
4-25-715 City of Zephyrhills - LS #3 Rehab	Oct-25	$	83,891.15
4-25-716 City of Zephyrhills - LS #26 Rehab	Nov-25	$	87,462.22
4-25-717 City of Zephyrhills - LS #31 Rehab	Oct-25	$	91,182.80
4-25-718 City of Zephyrhills - LS #44 Rehab	Nov-25	$	125,320.69
4-25-719 City of Zephyrhills - LS #47 Rehab	Nov-25	$	95,046.92
4-25-720 City of Zephyrhills - LS #50 Rehab	Nov-25	$	125,320.69
4-25-721 Dunes CDD - Dunes LS #13 Rehab	Aug-25	$	109,904.00
4-25-722 Jimmy Hickman - Horizon Vue Water Conserve Turnout	Apr-26	$	156,650.00
4-25-723 Jr Davis - Mayfair East LS	May-26	$	238,265.00
4-25-724 Jr Davis - Atlin Cove LS	May-26	$	287,165.00
4-25-725 - Central Site - Blue Heron Preserve PH 3	May-26	$	149,000.00
5-25-726 - Mobile Modular - Lake Mary Partable Addition	Aug-25	$	1,182,180.23
5-25-727 - VCCDD - LSSA VFD Improvements	Oct-25	$	121,550.00
5-25-728 LCSB - Windy Hill Middle School Boiler	Jun-25	$	237,987.00
5-25-729 Oakland Presbyterian Church - Septic to Sewer	Oct-25	$	184,978.00

Attachment: Exhibit D - RCM Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

EQUIPMENT LIST

Trucks:

2020 Ram 5500 with 7500 lb. crane- heavy construction truck

2020 Ford F550 with 7500lb crane- heavy construction truck

2022 Ford F550 with 8000 lb. crane - heavy construction truck

2022 Dodge 5500 with 8000lb crane - heavy construction truck

2024 Ford F550 with 8000lb crane – heavy construction truck

2024 Ford F550 with 8000lb crane – heavy construction truck

2024 Ford F550 with 8000lb crane – heavy construction truck

2023 Ford F550 with 6000lb crane – service truck

2023 Ford F550 Service Truck with crane

2023 GMC 3500 Service Truck with crane

2023 Chevrolet 2500 service truck with crane

2022 Ford F550 service truck with crane

2022 Chevrolet 3500 – Sewpercoat Truck & Trailer

2024 Ford F550 - Sewpercoat Truck & Trailer

2023 Transit Connect Plumbing Van

Total of Fleet 42 - Pickup & heavy construction and service trucks

Trailers:

2009 35' Hooper Gooseneck trailer

2018 18" Taylor Equipment trailer

2019 Triple Crown Equipment trailer

2017 Big T Trailer Equipment trailer

16' Tandem Dump trailer

2022 Tank with trail

Attachment: Exhibit D - RCM Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

EQUIPMENT LIST

Trailers:

(10) Bigfoot Trailers

(3) U dump Trailers

Equipment:

2002 & 2012 Vactrons

(5) Kubota Excavator U354R1

(2) Kubota Excavator U17VR1

(2) Kubota Excavator U27-4R1

Kubota Excavator U55-4

Kubota Excavator KX080

(2) Skidsteer

John Deere 624E Front Wheel Loader

Mr Manhole Platinum Series

(2) 2000 Coleman Lite

Mig & Tig Welders

Concrete Mixer

30HP Tractor with bucket

Hose Monster fire hydrant test kit

5000 lb. Warehouse Forklift

3000 lb. Warehouse Forklift

Sewpercoat sewer lining trailer

Ditch Witch Trencher

(10) 3" Diaphragm Mud Hogg pumps

2" & 3" Trash Pumps

Attachment: Exhibit D - RCM Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

EQUIPMENT LIST

(2) Plate Compactor

Vibratory walk behind compactor

High Pressure leak stop grout pump

(4) 11000-watt welder generators

(2) 8600-watt generator

(10) 5000-watt generator

(1) gas powered air compressor

(12) Confined Space rescue kit tripod, harness, blowers & gas monitors

(4) Backflow Preventor test gauge

2022 Mobile Welding Trailer

(2) Concrete Core drill 2" – 14"

Attachment: Exhibit D - RCM Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

CHRISTOPHER CREECH

EMPLOYMENT EXPERIENCE:

April 2018 – Present — RCM Utilities, LLC
Position: Owner, Estimator, General Manager

Mar 2015 – April 2018 — Utility Technicians, Inc.
Position: Project Manager, Estimator, Vice President & General Manager
Duties: Estimator, supervisor, and technician for all phases of service, Expansion, modification, and repair of water and wastewater plants, lift stations, re-pump stations

July 2011 – Mar 2015 — Utility Technicians, Inc.
Position: Foreman, Construction & Service Technician
Duties: Installation and service of lift stations, construction of water plants, water line construction, sewpercoat applicator for manholes

Feb, 2008-July 2011 — Utility Technicians, Inc.
Position: Laborer
Duties: Assisted foreman with installation of lift stations, water line repairs and service work

May 2007-Feb 2008 — Kerr's Truck and Car Sales
Position: Mechanic and sales
Duties: Maintained vehicles and sold vehicles.

SKILLS:

- Wastewater Sewer Plants & Lift Stations—complete rehab & construction; motors, blowers & pump replacement & repairs; replace and repair piping & fittings; control panel repair & replacement
- Water & Hydrotank—tank cleaning, rehab (including sandblasting) & painting; inspections (with FL registered professional engineer); installation of fire water tanks
- Sanitary sewer line pressure testing and jetter cleaning
- Manhole and Wet Well rehab, including surface coating (SewperCoat) and high pressure grouting
- Operate digital inline zoom video for sewer lines
- Certified backflow tester and repair/maintenance technician

CERTIFICATIONS:

Certified Underground Utility and Excavation Contractor
License # CUC1225240
Class A CDL Driver's License
Dept of Transportation Maintenance of Traffic (Intermediate)
Confined Space Entry
Backflow Prevention Device Technician
Backflow Prevention Assembly Repair and Maintenance
Infiltrator Systems Training
DOT Drug/Alcohol Awareness Training

EDUCATION:

Umatilla High School, graduated 2007

Attachment: Exhibit D - RCM Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Allen Bates III
40124 W 6th Ave
Umatilla, FL 32784
352-308-7231
Allen@RCMUtilities.com

Professional Summary

Dynamic and results-driven executive with over 15 years of experience in the insurance and utility industries. Proven track record of leadership in managing independent insurance agencies and strategic financial oversight. Skilled in operations management, team leadership, and business development. Seeking to leverage diverse experience and strategic insight in a challenging executive role.

Professional Experience

VP/CFO, RCM Utilities
June 2024 – Present

- Provide strategic financial leadership and oversee all financial operations for a utility company.
- Develop and implement financial strategies to support business growth and operational efficiency.
- Collaborate with executive leadership to drive strategic initiatives and improve financial performance.

Owner/Operator, Bates Insurance Group
2015 – 2024

- Founded and successfully managed an independent insurance agency, overseeing all aspects of operations.
- Directed business development, client relations, and strategic growth initiatives, achieving consistent revenue growth.
- Led a team to provide exceptional customer service while maintaining operational efficiency and profitability.

Personal Lines Manager, Bryant Coverall Insurance
2009 – 2015

- Managed the Personal Lines side of an independent insurance agency, ensuring client satisfaction and operational excellence.
- Developed and implemented sales strategies that increased client retention and acquisition.
- Supervised a team, providing leadership and training to enhance performance and productivity.

Education

High School Diploma
Umatilla High School, Graduated 2008

Skills

- Strategic Financial Planning & Analysis
- Business Development & Growth Strategy
- Leadership & Team Management
- Client Relations & Customer Service Excellence
- Operations Management
- Risk Assessment & Mitigation
- Insurance Industry Expertise (Personal Lines & Commercial)

Professional References

Available upon request.

Attachment: Exhibit D - RCM Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

MELISSA MOSS

EMPLOYMENT EXPERIENCE:

January 2019 – Present — RCM Utilities, LLC
Position: Executive Assistant and Corporate Officer
Duties:

- Manage all job communication and files, Notice to Owner and Release of Liens, request bonding and manage status reports with bonding company
- Manage incoming requests for bids and quotes, identify issues to review with President, create and manage responses for bids and quotes
- Manage accounts payables and receivables, process checks for signature, receive and post payments, reconcile bank and checking accounts, monthly closing, annual audit, end of year processing
- Manage human resources, including timesheets, payroll, payroll taxes, benefits, employee personnel files, time off records
- Process and maintain certificates of insurance, workers compensation, liability insurance and other related requirements and documents
- Maintain water billing community records, respond to questions and concerns with customers, accept and post payments for water bills, create weekly deposits, make adjustments and corrections to accounts, process water meter readings, generate and mail water billing charges, process all water consumption, water loss reports, and financial reports for water billing communities
- Answer, direct or handle all incoming telephone calls
- Maintain corporate personnel manual and drug-free workplace manual
- Maintain office equipment leases, repairs and supplies

Sept 2011 – Nov. 2018 — Utility Technicians, Inc.
Position: Administrative Assistant
Duties: Manage job and bid files, accounts payables and receivables, manage employee timesheets and time off records, participate in weekly job meetings and manage job scheduling board, maintain on-call schedule for technicians

April 2009 – June 2011 — Allen's Well Drilling, Inc.
Position: Secretary
Duties: Maintain the smooth running of office through a variety of administrative and clerical duties. Schedule and coordinate service work with technicians.

Jan 2006 – April 2009 — Hidden Valley Ranch & Nursery, Inc.
Position: Secretary
Duties: Answer calls, take messages, handle correspondence, arrange appointments, managing databases, manage orders going out, filing

June 1989 -Sept. 2005 — Winn-Dixie
Position: Pricing Manager
Duties: Ensure accuracy of prices for the store

EDUCATION: Clewiston High School, graduated 1989

Attachment: Exhibit D - RCM Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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

CREECH, CHRISTOPHER RYAN

RCM UTILITIES, LLC
1451 PINE GROVE ROAD
EUSTIS FL 32726

LICENSE NUMBER: CUC1225240

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/12/2024

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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/06/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance Services, Inc. 1300 Citizens Blvd, Suite 100 Leesburg FL 34748	CONTACT NAME: Alexandria Altarriba PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Alexandria.Altarriba@bbrown.com
INSURED RCM Utilities, LLC 1451 Pine Grove Rd Eustis FL 32726	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : BITCO General Insurance Corporation — 20095 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: 25-26 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	CLP3753375	01/15/2025	01/15/2026	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
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	CAP3753376	01/15/2025	01/15/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ 10,000			CUP3753377	01/15/2025	01/15/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Rented/Leased Equipment			CLP3753375	01/15/2025	01/15/2026	Limit Deductible	$150,000 $1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Name: LIft Station #20 BYPASS PUMP ITB NO.25-WW-10-1
Owner and Engineer, and any individuals or entities identified, respective officers, directors, members, partners, employees, and consultants are included as additional insured with regards to the general liability, auto liability and pollution liability when required per written contract. Wavier of Subrogartion in favor of additional insureds with regards to the general liability and auto liability when required per written contract. Umbrella is follow form.

CERTIFICATE HOLDER	CANCELLATION
City of Holly Hill 1065 Ridgewood Avenue Holly Hill FL 31117	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 Scott Hinchman

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Attachment: Exhibit D - RCM Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Brown & Brown Insurance Services, Inc.	RCM Utilities, LLC
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Notes

POLLUTION:

Policy Number: CPL01051001

Effective Dates: 1/25/25 - 1/25/26

Carrier: Lloyd's of London

Limits:
Policy Aggregate: $2,000,000 Total of all pollution incidents(aggregate)
Contractors Pollution Liability, Occurrence: $1,000,000 Each Incident, subject to policyaggregate
Contractors Pollution Liability, Discovery: $1,000,000 Each Incident, subject to policyaggregate
Emergency Expenses: $1,000,000 Each Incident, subject to policyaggregate
Non-Owned Disposal Site Liability: $1,000,000 Each Incident, subject to policyaggregate
Transportation Pollution Liability: $1,000,000 Each Incident, subject to policyaggregate
Owned Location Coverage: $1,000,000 Each Incident, subject to policyaggregate
Business Interruption at Owned Location: $1,000,000 Each Incident, subject to policyaggregate
Contingent Business Interruption at Job Site: $1,000,000 Each Incident, subject to policyaggregate
Difference-In-Conditions: $1,000,000 Each Incident, subject to policy aggregate

Deductibles:
Contractors Pollution Liability, Occurrence: $5,000 Each Incident
Contractors Pollution Liability, Discovery: $5,000 Each Incident
Emergency Expenses: $5,000 Each Incident
Non-Owned Disposal Site Liability: $5,000 Each Incident
Transportation Pollution Liability: $5,000 Each Incident
Owned Location Coverage: $5,000 Each Incident
Business Interruption at Owned Location: 5 days Each Incident
Contingent Business Interruption at Job Site: 5 days Each Incident
Difference-In-Conditions: $5,000 Each Incident

Non-Owned Disposal Site Retroactive Date: 01/15/2025

INSTALLATION FLOATER:

Policy Number: CLP3753375

Effective Dates: 1/25/25 - 1/25/26

Carrier: BITCO General Insurance Corporation

Limits:
Policy Aggregate: $1,000,000

Deductible: $5,000

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Attachment: Exhibit D - RCM Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

BITCO GENERAL INSURANCE CORPORATION
BITCO NATIONAL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROADENED COVERAGE - AUTOMOBILES

The following modifies insurance provided under:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

1 - Broad Form Named Insured
2 - Automatic Waiver of Subrogation
3 - Automatic Additional Insured
4 - Primary and Noncontributory - Other Insurance Condition
5 - Unintentional Failure to Disclose Hazards
6 - Extended Notice of Cancellation, Non-Renewal
7 - When We Do Not Renew
8 - Notice of Knowledge of Accident or Loss
9 - Employees as Insured
10 - Employee Hired Autos
11 - Bodily Injury Extension
12 - Hired Auto Physical Damage
13 - Enhanced Supplementary Payments
14 - Fellow Employee Coverage for Designated Positions
15 - Physical Damage – Transportation Expenses
16 - Rental Reimbursement Coverage
17 - Loan/Lease Gap Coverage
18 - Accidental Air Bag Discharge Coverage

1. BROAD FORM NAMED INSURED

SECTION II. A. 1. - WHO IS AN INSURED - Paragraph **d.** is added:

d. Any organization you newly acquire or form, except for a partnership, joint venture or limited liability company, and over which you maintain majority ownership or interest (51% or more) or for which you have assumed the active management, will qualify as a Named Insured if there is no other similar insurance available to that organization. However, coverage under this provision is only afforded until the end of the policy period or the 12-month anniversary of the policy inception date, whichever is earlier.

2. AUTOMATIC WAIVER OF SUBROGATION

Section IV – Business Auto Conditions, Paragraph A.5., Transfer of Rights of Recovery Against Others to Us, is deleted and replaced with the following:

a. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for damages under this coverage form.

Attachment: Exhibit D - RCM Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

3. **AUTOMATIC ADDITIONAL INSURED**

SECTION II – WHO IS AN INSURED, Paragraph A.1, is amended to include as an "insured" any person or organization who is required by written contract or agreement to be an additional insured on your policy, but only with respect to liability arising out of operations performed by you or on your behalf for the additional insured.

4. **PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION**

The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance - Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

5. **UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Although we relied on your representations as to existing and past hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

6. **EXTENDED NOTICE OF CANCELLATION, NON-RENEWAL**

The **COMMON POLICY CONDITIONS** , Item **A.2.b.** is deleted and replaced with the following:

A.2.b. 60 days before the effective date of the cancellation if we cancel for any other reason.

7. **WHEN WE DO NOT RENEW**

SECTION IV – BUSINESS AUTO CONDITIONS , is amended to add Item **B.9.**:

a. If we choose to nonrenew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.

b. If we do not give notice of our intent to nonrenew as prescribed in **a.** above, it is agreed that you may extend the period of this policy for a maximum additional sixty (60) days from its scheduled expiration date. Where not otherwise prohibited by law, the existing terms, conditions and rates will remain in effect during that extension period. It is further agreed that so long as it is not otherwise prohibited by law, this one-time sixty-day extension is the sole remedy and liquidated damages available to the insured as a result of our failure to give the notice as prescribed in **9. a.** above.

8. **NOTICE OF KNOWLEDGE OF ACCIDENT OR LOSS**

SECTION IV - BUSINESS AUTO CONDITIONS , Item **A.2.a.** is deleted and replaced with the following:

2. Duties in the Event of Accident, Claim Suit or Loss:

a. You must see to it that we are notified of an "accident", "claim", "suit" or "loss" which may result in a claim as soon as practicable after the "occurrence" has been reported to you, a partner, a member, an officer, or an employee designated to give notice to us. Notice should include:

(1) How, when and where the "accident" or "loss" occurred;

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(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

9. **EMPLOYEES AS INSURED**

The following is added to the **Section II - Covered Autos Liability Coverage,** Paragraph **A.1. Who Is An Insured** provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

10. **EMPLOYEE HIRED AUTOS**

A. **Changes In Covered Autos Liability Coverage**

The following is added to the **Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

B. **Changes In General Conditions**

Paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **5.f.** of the **Other Insurance - Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and

2. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

11. **BODILY INJURY EXTENSION**

SECTION V - DEFINITIONS , Paragraph **C.** is deleted and replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these, at any time. Mental anguish means any type of mental or emotional illness or disease.

12. **HIRED AUTO PHYSICAL DAMAGE**

SECTION III.A.4. - Coverage Extensions - Paragraph **c.** is added:

c. **Hired Auto Physical Damage**

If Comprehensive, Specified Causes of Loss or Collision coverage is provided under this policy, then Hired Auto Physical Damage is provided for that coverage part subject to the following:

(1) The most we will pay for any one "accident" or "loss" under this Hired Auto Physical Damage Coverage is the lesser of:

(a) The any one "Accident" or "Loss" amount of $100,000;

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(b) The actual cash value; or

(c) Cost of repair.

Our obligation to pay for a loss in c.(1) above will be reduced by a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. The deductible will be waived for "loss" caused by fire or lightning.

(2) Subject to paragraph c.(1). above, we will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the declarations.

(3) When you are required by written contract to indemnify a lessor for actual financial loss because of loss of use of a hired "auto" resulting from a covered "accident" or "loss", we will cover that financial loss subject to the limit specified in paragraph c.(1).

13. ENHANCED SUPPLEMENTARY PAYMENTS

SECTION II.A.2.a. COVERAGE EXTENSIONS, Supplementary Payments **(2)** and **(4)** are replaced by the following:

(2) Up to $2,500 for the cost of bail bonds (including bonds for related traffic laws violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $350 a day because of time off from work.

14. FELLOW EMPLOYEE COVERAGE FOR DESIGNATED POSITIONS

The **Fellow Employee Exclusion contained in Section II.B.5.** does not apply to the following positions or job titles: foreman, supervisor, manager, officer, partner or other senior level "employee". Coverage is excess over all other collectible insurance.

15. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES

SECTION III.A.4.a. Transportation Expenses , is replaced by the following:

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".

For autos provided with temporary transportation expense, the following physical damage coverage will apply:

(1) The most we will pay for any one "accident" or "loss" under the temporary transportation expense physical damage coverage is the lessor of:

(a) The any one "Accident" or "Loss" amount of $100,000;

(b) The actual cash value; or

(c) Cost of repair.

Our obligation to pay for a loss in a.(1) above will be reduced by a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. The deductible will be waived for "loss" caused by fire or lightning.

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(2) Subject to paragraph a.(1). above, we will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the declarations.

(3) When you are required by written contract to indemnify a lessor for actual financial loss because of loss of use of a hired "auto" resulting from a covered "accident" or "loss", we will cover that financial loss subject to the limit specified in paragraph a.(1).

16. **RENTAL REIMBURSEMENT COVERAGE**

SECTION III.A.4. - Coverage Extensions - Paragraph **d.** is added.

d. If you carry Comprehensive, Specified Causes of Loss or Collision coverage for the damaged covered "auto" as provided under this policy, then Rental Reimbursement Coverage is provided for that coverage part subject to the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" other than theft, to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

2. We will only pay for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

(a) The number of days reasonably required to repair or replace the covered "auto"; or,

(b) 30 days.

(c) Our payment is limited to the lesser of the following amounts:

(1) Necessary and actual expenses incurred; or

(2) $50 per day.

17. **LOAN/LEASE GAP COVERAGE**

Physical Damage Coverage is amended by the addition of the following:

In the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the loan/lease, not to exceed $2,500 for any one vehicle or $25,000 annually in aggregate.

For the purposes of this endorsement, "outstanding balance" means the amount you owe on the loan/lease at the time of loss less any amounts representing taxes, overdue payments, penalties, interest or charges resulting from overdue payments, additional mileage charges, excess wear and tear charges or lease termination fees, costs for extended warranties, credit Life Insurance; Health, Accident or Disability Insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

18. **ACCIDENTAL AIR BAG DISCHARGE COVERAGE**

SECTION III.B.3.a - Exclusions . This exclusion does not apply to the accidental discharge of an air bag.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTILITY CONTRACTORS EXTENDED LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that the provisions listed below apply only upon the entry of an [X] in the box next to the caption of such provision.

A. [X] Partnership and Joint Venture Extension

B. [X] Contractors Automatic Additional Insured Coverage – Ongoing Operations

C. [X] Automatic Waiver of Subrogation

D. [X] Extended Notice of Cancellation, Nonrenewal

E. [X] Unintentional Failure to Disclose Hazards

F. [X] Broadened Mobile Equipment

G. [X] Personal and Advertising Injury - Contractual Coverage

H. [X] Nonemployment Discrimination

I. [X] Liquor Liability

J. [X] Broadened Conditions

K. [X] Automatic Additional Insureds – Equipment Leases

L. [X] Insured Contract Extension - Railroad Property and Construction Contracts

M. [X] Construction Project General Aggregate Limits

N. [X] Fellow Employee Coverage

O. [X] Care, Custody or Control

P. [X] Electronic Data Liability Coverage

Q. [X] Consolidated Insurance Program Residual Liability Coverage

R. [X] Automatic Additional Insureds – Managers or Lessors of Premises

S. [X] Automatic Additional Insureds – State or Governmental Agency or Political Subdivisions – Permits or Authorizations

T. [X] Contractors Automatic Additional Insured Coverage – Completed Operations

U. [X] Additional Insured – Engineers, Architects or Surveyors

A. PARTNERSHIP AND JOINT VENTURE EXTENSION

The following provision is added to **SECTION II - WHO IS AN INSURED** :

The last full paragraph which reads as follows:

> No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

is deleted and replaced with the following:

> With respect to the conduct of any past or present joint venture or partnership not shown as a Named Insured in the Declarations and of which you are or were a partner or member, you are an insured, but only with respect to liability arising out of "your work" on behalf of any partnership or joint venture not shown as a Named Insured in the Declarations, provided no other similar liability

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insurance is available to you for "your work" in connection with your interest in such partnership or joint venture.

B. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – ONGOING OPERATIONS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the project(s) designated in the written contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

C. AUTOMATIC WAIVER OF SUBROGATION

Item **8.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is deleted and replaced with the following:

8. Transfer of Rights of Recovery Against Others to Us and Automatic Waiver of Subrogation.

a. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" for that person or organization.

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D. EXTENDED NOTICE OF CANCELLATION, NONRENEWAL

Item **A.2.b.** of the **COMMON POLICY CONDITIONS** , is deleted and replaced with the following:

A.2.b. 60 days before the effective date of the cancellation if we cancel for any other reason.

Item **9.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** , is deleted and replaced with the following:

9. WHEN WE DO NOT RENEW

a. If we choose to nonrenew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.

b. If we do not give notice of our intent to nonrenew as prescribed in **a.** above, it is agreed that you may extend the period of this policy for a maximum additional sixty(60) days from its scheduled expiration date. Where not otherwise prohibited by law, the existing terms, conditions and rates will remain in effect during that extension period. It is further agreed that so long as it is not otherwise prohibited by law, this one time sixty day extension is the sole remedy and liquidated damages available to the insured as a result of our failure to give the notice as prescribed in **9. a.** above.

E. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Although we relied on your representations as to existing and past hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

F. BROADENED MOBILE EQUIPMENT

Item **12.b.** of **SECTION V - DEFINITIONS** , is deleted and replaced with the following:

12.b. Vehicles maintained for use solely on or next to premises, sites or locations you own, rent or occupy.

G. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL COVERAGE

Exclusion 2.e. of **SECTION I, COVERAGE B** is deleted.

H. NONEMPLOYMENT DISCRIMINATION

Unless "personal and advertising injury" is excluded from this policy:

Item **14.** of **SECTION V - DEFINITIONS** , is amended to include:

"Personal and advertising injury" also means embarrassment or humiliation, mental or emotional distress, physical illness, physical impairment, loss of earning capacity or monetary loss, which is caused by "discrimination."

SECTION V - DEFINITIONS , is amended to include:

"Discrimination" means the unlawful treatment of individuals based on race, color, ethnic origin, age, gender or religion.

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Item **2. Exclusions** of **SECTION I, COVERAGE B** , is amended to include:

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured;

"Personal and advertising injury" arising out of "discrimination" by or at your, your agents or your "employees" direction or with your, your agents or your "employees" knowledge or consent;

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any dwelling, permanent lodging or premises by or at the direction of any insured; or

Fines, penalties, specific performance or injunctions levied or imposed by a governmental entity, or governmental code, law, or statute because of "discrimination."

I. LIQUOR LIABILITY

Exclusion 2.c. of **SECTION I, COVERAGE A** , is deleted.

J. BROADENED CONDITIONS

Items **2.a.** and **2.b.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** , are deleted and replaced with the following:

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit:

a. You must see to it that we are notified of an "occurrence" or an offense which may result in a claim as soon as practicable after the "occurrence" has been reported to you, one of your officers or an "employee" designated to give notice to us. Notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Record the specifics of the claim or "suit" and the date received as soon as you, one of your officers, or an "employee" designated to record such information is notified of it; and

(2) Notify us in writing as soon as practicable after you, one of your officers, your legal department or an "employee" you designate to give us such notice learns of the claims or "suit."

Item **2.e.** is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** :

2.e. If you report an "occurrence" to your workers compensation insurer which develops into a liability claim for which coverage is provided by the Coverage Form, failure to report such "occurrence" to us at the time of "occurrence" shall not be deemed in violation of paragraphs **2.a., 2.b., and 2.c**. However, you shall give written notice of this "occurrence" to us as soon as you are made aware of the fact that this "occurrence" may be a liability claim rather than a workers compensation claim.

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K. AUTOMATIC ADDITIONAL INSUREDS - EQUIPMENT LEASES

SECTION II - WHO IS AN INSURED is amended to include any person or organization with whom you agree in a written equipment lease or rental agreement to name as an additional insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, at least in part, by your maintenance, operation, or use by you of the equipment leased to you by such person or organization, subject to the following additional exclusions.

The insurance provided to the additional insured does not apply to:

1. "Bodily injury" or "property damage" occurring after you cease leasing the equipment.

2. "Bodily injury" or "property damage" arising out of the sole negligence of the additional insured.

3. "Property damage" to:

   a. Property owned, used or occupied by or rented to the additional insured; or

   b. Property in the care, custody or control of the additional insured or over which the additional insured is for any purpose exercising physical control.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

L. INSURED CONTRACT EXTENSION - RAILROAD PROPERTY AND CONSTRUCTION CONTRACTS

Item **9.** of **SECTION V - DEFINITIONS** , is deleted and replaced with the following.

9. "Insured Contract" means:

   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

   b. A sidetrack agreement;

   c. Any easement or license agreement;

   d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

   e. An elevator maintenance agreement;

   f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

M. CONSTRUCTION PROJECT GENERAL AGGREGATE LIMITS

This modifies **SECTION III - LIMITS OF INSURANCE** .

A. For all sums which can be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C** :

1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under **COVERAGE C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits."

3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.

4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.

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B. For all sums which cannot be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C** :

1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Construction Project General Aggregate Limit.

C. Payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.

D. If a construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of **SECTION III - LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to be applicable.

N. **FELLOW EMPLOYEE COVERAGE**

Exclusion 2.e. Employers Liability of **SECTION I, COVERAGE A**, is deleted and replaced with the following:

2.e. "Bodily injury" to

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to:

(1) Liability assumed by the insured under an "insured contract"; or

(2) Liability arising from any action or omission of a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business.

Item **2.a. (1)(a)** of **SECTION II - WHO IS AN INSURED** , is deleted and replaced with the following:

2.a. (1)(a) To you, to your partners or members (if you are a partnership or joint venture) or to your members (if you are a limited liability company), or to your "volunteer workers" while performing duties related to the conduct of your business.

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O. CARE, CUSTODY OR CONTROL

Exclusion 2.j.4 of **SECTION I, COVERAGE A.** is deleted and replaced with the following:

2.j.4 Personal property in the care, custody or control of the insured. However, for personal property in the care, custody or control of you or your "employees," this exclusion applies only to that portion of any loss in excess of $25,000 per occurrence, subject to the following terms and conditions;

(a) The most that we will pay under this provision as an annual aggregate is $100,000, regardless of the number of occurrences.

(b) This provision does not apply to "employee" owned property or any property that is missing where there is not physical evidence to show what happened to the property.

(c) The aggregate limit for this coverage provision is part of the General Aggregate Limit and **SECTION III - LIMITS OF INSURANCE** is changed accordingly.

(d) In the event of damage to or destruction of property covered by this exception, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto, at actual cost to you, exclusive of prospective profit or overhead charges of any nature.

(e) $2,500 shall be deducted from the total amount of all sums you became obligated to pay as damages on account of damage to or destruction of all property of each person or organization, including the loss of use of that property, as a result of each "occurrence." Our limit of liability under the endorsement as being applicable to each "occurrence" shall be reduced by the amount of the deductible indicated above; however, our aggregate limit of liability under this provision shall not be reduced by the amount of such deductible. The conditions of the policy, including those with respect to duties in the event of "occurrence," claims or "suit" apply irrespective of the application of the deductible amount. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

P. ELECTRONIC DATA LIABILITY COVERAGE

A. Exclusion **2.p.** of **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **SECTION I – COVERAGES** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense

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incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

B. The following is added to Paragraph **2. EXCLUSIONS** of **SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY:**

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

C. The following definition is added to **Section V – DEFINITIONS** :

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

D. For the purposes of this coverage, the definition of "property damage" in **SECTION V – DEFINITIONS** is replaced by the following:

"Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

Q. CONSOLIDATED INSURANCE PROGRAM RESIDUAL LIABILITY COVERAGE

With respect to "bodily injury", "property damage", or 'personal and advertising injury" arising out of your ongoing operations; or operations included within the "products-completed operations hazard", the policy to which this coverage is attached shall apply as excess insurance over coverage available to "you" under a Consolidated Insurance Program (such as an Owner Controlled Insurance Program or Contractors Controlled Insurance Program).

Attachment: Exhibit D - RCM Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Coverage afforded by this endorsement does not apply to any Consolidated Insurance Program involving a "residential project" or any deductible or insured retention, specified in the Consolidated Insurance Program.

The following is added to **Section V – Definitions**

"Residential project" means any project where 30% or more of the total square foot area of the structures on the project is used or is intended to be used for human residency. This includes but is not limited to single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments and appurtenant structures (including pools, hot tubs, detached garages, guest houses or any similar structures). A "residential project" does not include military owned housing, college/university owned housing or dormitories, long term care facilities, hotels, motels, hospitals or prisons.

All other terms, provisions, exclusions and limitations of this policy apply.

R. AUTOMATIC ADDITIONAL INSUREDS - MANAGERS OR LESSORS OR PREMISES

SECTION II – WHO IS AN INSURED is amended to include:

Any person or organization with whom you agree in a written contract or written agreement to name as an additional insured but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises, designated in the written contract or written agreement, that is leased to you and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.

2. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured listed in the written contract or written agreement.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

S. AUTOMATIC ADDITIONAL INSUREDS – STATE OR GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISIONS – PERMITS OR AUTHORIZATIONS

SECTION II – WHO IS AN INSURED is amended to include any state or governmental agency or subdivision or political subdivision with whom you are required by written contract, ordinance, law or building code to name as an additional insured subject to the following provisions:

This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

2. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be

Attachment: Exhibit D - RCM Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

T. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – COMPLETED OPERATIONS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy for completed operations, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the project designated in the contract, performed for that additional insured and included in the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

U. ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any architect, engineer or surveyor who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

This includes such architect, engineer or surveyor, who may not be engaged by you, but is contractually required to be added as an additional insured to your policy.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

2. Supervisory, inspection or engineering services.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

Attachment: Exhibit D - RCM Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/09/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy (ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FrankCrum Insurance Agency, Inc. 100 South Missouri Avenue Clearwater, FL 33756	CONTACT NAME: FrankCrum Certificate Department PHONE (A/C, No, Ext): (800) 277-1620 X 4800 FAX (A/C, No): (727) 797-0704 E-MAIL ADDRESS: certs@frankcrum.com	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: Frank Winston Crum Insurance Company	11600
INSURED FrankCrum L/C/F RCM Utilities, LLC 100 South Missouri Avenue Clearwater, FL 33756	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 1418407 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 INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS-COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC202500000	01/01/2025	01/01/2026	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Effective 02/03/2025, coverage is for 100% of the employees of FrankCrum leased to RCM Utilities, LLC (Client) for whom the client is reporting hours to FrankCrum. Coverage is not extended to statutory employees. Waiver of subrogation in favor of certificate holder.

CERTIFICATE HOLDER

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

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 D - RCM Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

SECTION 00 11 00 CITY OF HOLLY HILL
LOCAL BIDDER PREFERENCE

AFFIDAVIT OF ELIGIBILITY LOCAL BUSINESS

All areas of this form are required to be completed. Incomplete forms may be rejected.

LEGAL NAME OF BUSINESS: _____

Physical Address: _____

_____

Mailing Address (if different) _____

_____

Year your business was established in the City of Holly Hill: _____

Business Tax Receipt Number Issued by the City of Holly Hill

BTR Number: _____ Date Issued: _____

Please provide a brief description of the nature of your business and how it relates to the community.

_____

_____

N/A

_____

_____

_____

The undersigned states that the foregoing statements are true and correct. The City of Holly Hill reserves the right to verify all information submitted as part of this affidavit. The undersigned acknowledges that the application of Local Bidder Preference is subject to Section 30-78, Code of Ordinances.

By: _____ Sworn to and subscribed before me this _____

day of _____ 20 ____

_____
Signature

_____
Signature of Notary (& Stamp)

Name, Typed or Printed _____

Notary Public, State of _____

Title, Typed or Printed _____

Mailing Address _____

Attachment: Exhibit E - Danus Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

City, State, Zip Code _____ Telephone Number _____

Personally Known _____ Or

Produced Identification (type of identification) _____

Attachment: Exhibit E - Danus Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

SECTION 00 30 00
PROPOSAL

FOR

Seminole **CITY OF HOLLY HILL**

LIFT STATION #20 BYPASS PUMP
ITB NO. 25-WW-10-1

(To be completed in Duplicate)

Bidder's Name: Danus Utilities, Inc.

Submitted: June 10, 20 25

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

Gentlemen:

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

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

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

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

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

Attachment: Exhibit E - Danus Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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 #20 BYPASS PUMP

for the City of Holly Hill, Florida, complete in every respect in strict accordance with the drawings, specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed in the "Schedule of Unit Prices: Section 00 31 00" attached and made a part of this Bid. **The bid total is:**

Two Hundred Twenty Thousand, One Hundred Twenty Five and 00/100

(In Words)

Dollars $ 220,125.00 (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 contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his/her Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his/her Surety, then such excess shall be paid to the Owner by the Contractor or his/her Surety.

SUPPLEMENTAL REQUIREMENTS

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

Schedule of Unit Prices: Section 00 31 00
Statement of Bidder's Qualifications: 00 32 00

Attachment: Exhibit E - Danus Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

- 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
- 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
- W9 Request for Taxpayer Identification Number and Certification

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. Bidders are advised that the offering of any alternatives to the sole source supplied equipment will be grounds for rejection of their bid as not responsive. The second category of equipment includes those items where the Owner and Engineer deem there to be more than one acceptable supplier of the particular item listed. The equipment which falls under these two categories is 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

Attachment: Exhibit E - Danus Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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 E - Danus Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

SCHEDULE OF MAJOR MANUFACTURERS AND SUPPLIERS

Category I - Sole Source Equipment Items:

Item No.	Spec. No.	Equipment/Material	Manufacturer or Supplier
1.	33 01 30.10	Bypass Pump	Thompson Pump

Category II - Major Equipment Items:

Attachment: Exhibit E - Danus Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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.				

June 10. 2025

Name (signature) Date

Daniel J Pardus

Name (typed and printed)

President

Title

ACKNOWLEDGMENT OF ADDENDA

Attachment: Exhibit E - Danus Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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: 6/5/2025
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 Two Hundred Twenty Thousand, One Hundred Twenty Five and 00/100 Dollars ($220,125.00), made payable to City of Holly Hill (Owner).

Danus Utilities, Inc.
(Name of Bidder) (Affix Seal)

(Signature of Officer)

President
(Title of Officer)

Danus Utilities, Inc.
Name of Bidder

2320 Beardall Ave
Address

Sanford, FL 32771
City/State/Zip

407-878-1254
Telephone

CUC1224744
Contractor's Florida License Number

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

Danus Utilities, Inc.

Daniel J Pardus 2320 Beardall Ave, Sanford, FL 32771

END OF SECTION

Attachment: Exhibit E - Danus Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

SECTION 00 31 00
SCHEDULE OF UNIT PRICES
CITY OF HOLLY HILL

LIFT STATION #20 BYPASS PUMP
ITB NO. 25-WW-10-1

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
1	Mobilization/Demobilization	1	LS	$11,000.00	$11,000.00
2	Preconstruction Video	1	LS	$2,000.00	$2,000.00
3	Field Locate and Expose Existing Utilities	1	LS	$5,000.00	$5,000.00
4	Sitework	1	LS	$15,000.00	$15,000.00
5	Complete Skid Mount Emergency Bypass Pump	1	LS	$80,000.00	$80,000.00
6	Mechanical (Pipe, Valves, and Fittings)	1	LS	$35,000.00	$35,000.00
7	Tie-Ins				
	a) Tie-In Bypass Pump Discharge to Existing Force Main	1	LS	$26,125.00	$26,125.00
8	Electrical	1	LS	$18,000.00	$18,000.00
9	Allowances	1	LS	$0.00	$0.00
10	MOT	1	LS	$4,500.00	$4,500.00
11	Restoration	1	LS	$15,000.00	$15,000.00
12	As-Built Plans	1	LS	$8,500.00	$8,500.00
				BASE BID TOTAL	$220,125.00

Submitted by: Daniel J Pardus

Contractor: Danus Utilities, Inc.

Address: 2320 Beardall Ave, Sanford, FL 32771

Telephone: 407-878-1254 Fax: 407-878-1254

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

Licensee: Daniel J Pardus License No: CUC1224744

Attachment: Exhibit E - Danus Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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. Danus Utilities, Inc.

B. Permanent main office address. 2320 Beardall Ave, Sanford, FL 32771

C. When organized. June 2009

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? 16 Years

F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) See Attacment 1 - Open Contracts

G. General character of work performed by your company.
Certified Underground Utilities and Excavation Contractor

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. N/A

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 Atachment 2 - Past Projects

K. List your major equipment See Attachment 3 - Equipment List.

L. Experience in construction work similar in type to this project.
See Attachment 4 - Job References

M. Background and experience of the principal members of your organization, including the officers.

N. Credit available: $ 500,000.00

O. Give bank reference: Seacoast Bank - 1696 N Clyde Morris, Daytona Beach, FL 32117
Bill Zirkelbach - 386-274-6020

P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes - Upon Request

Attachment: Exhibit E - Danus Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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 Seminole County this 10 day of June, 2025.

Daniel J Pardus - Danus Utilities, Inc.
Name of Bidder

By: _____
Title President

State of Florida

County of Seminole

Daniel J Pardus being duly sworn deposes and says that

he is the President of Danus Utilities, Inc. and that

the answers to the City of Holly Hill foregoing questions
Name of Organization

and all statements therein contained are true and correct.

Subscribed and sworn to before me this 10 day of June, 2025.

_____
Notary Public

Robert H Brown
Notary Public (Print or Type)

My commission expires: October 23, 2025

ROBERT H. BROWN
MY COMMISSION EXPIRES
OCTOBER 23, 2025
#HH 145052
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Attachment: Exhibit E - Danus Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Att. 1

DANUS UTILITIES

2320 BEARDALL AVENUE, SANFORD, FL 32771
P.O. BOX 291671 PORT ORANGE, FL 32129
STATE LICENSE #CUC 1224744
386-233-5588

OPEN CONTRACTS

CITY OF TEMPLE TERRACE

CONTRACT NAME: Temple Terrace - Tupelo Lift Station
OWNER INFORMATION: City of Temple Terrace
VALUE: $1,197,658.00
EST. COMPLETION: JUNE 2025

Brevard COUNTY

CONTRACT NAME: Brevard County Lift Station M-16
OWNER INFORMATION: Brevard County
VALUE: $2,668,550.00
EST. COMPLETION: JULY 2025

Brevard COUNTY

CONTRACT NAME: Brevard County N-07
OWNER INFORMATION: Brevard County
VALUE: $1,135,000.00
EST. COMPLETION: AUGUST 2025

CITY OF PORT ORANGE 1867 FLORIDA

CONTRACT NAME: Christiancy Lift Station 11 Rehabilitation
OWNER INFORMATION: City of Port Orange
VALUE: $1,080,650.00
EST. COMPLETION: AUGUST 2025

Attachment: Exhibit E - Danus Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Att 2

DANUS UTILITIES

2320 BEARDALL AVENUE, SANFORD, FL 32771
P.O. BOX 291671 PORT ORANGE, FL 32129
STATE LICENSE #CUC 1224744
386-233-5588

PAST PROJECTS				
Completion Date		**Contract Name**	**Owner**	**Value**
11/2023		City of Titusville: Causeway Lift Station Improvements	City of Titusville	$775,825.00
6/2023		Tree Tops Lift Station Rehabilitation	City of Temple Terrace	$760,925.00
5/2022		Lift Station 97 Rehabilitation	City of Daytona Beach	$686,630.00
11/2021		Lift Station SA Rehabilitation	City of Temple Terrace	$1,979,790.80
4/2021		Rehabilitation of Mayo Clinic (PS 114), Corpus Christi (PS 115), and I-95 Rest Area (Mile Marker 302) North Bound (PS 118)	St Johns County	$1,004,847.00
June 2021		Barrington WWTP	Utilities, Inc.	$333,000.00
June 2020		CDBG 18 NR Lift Station Rejhabilitation and Replacement	City of Macclenny	$1,278,515.00
August 2020		Seminola Master Lift Statiom	City of Casselberry	$1,008,520.00
May 2020		Temple Lift Station A	City of Temple Temple Terrace	$296,890.00
May 2020		Flagler Beach Westside Sewer Project	City of Flagler Beach	$300,665.00
August 2020		Lift Station 93 Rehabilitation	City of Palm Bay	$106,966.00

Attachment: Exhibit E - Danus Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Att. 3

DANUS UTILITIES

2320 BEARDALL AVENUE, SANFORD, FL 32771
P.O. BOX 291671 PORT ORANGE, FL 32129
STATE LICENSE #CUC 1224744
386-233-5588

EQUIPMENT LIST

	VEHICLES
1	2015 Dodge 5500 Utility Truck w/ Auto Crane and Tools (2)
2	2000 Ford F-350 Utility Truck
3	2020 Ford F-450 Flatbed Truck
4	2020 Ford F-250 Blue Truck
5	2015 Chevrolet 2500 Red Truck
6	2008 Chevrolet C4500 Duramax Flatbed
7	2009 Ford F-150 Red Truck
8	2016 Ford F-150 Red Truck
9	2017 Ford F-150 Red Truck
10	2020 Nissan Titan White
11	2019 Nissan Titan Blue Truck

	TRAILIERS
1	2018 SureTrac Flat "Blue" Trailer
2	2015 Big Tex Flat "Black" Trailer
3	Big Tex 70PI Dewatering Trailer
4	2017 SureTrac Dump Trailer
5	2013 Big Tex 14LX Dump Trailer
6	2007 Drag Dump Hydraulic Dump
7	Vermeer 750 Gallon Vactor
8	2005 750 Super Vac
9	2019 Raven Spray Rig

	BY-PASS PUMPS
1	2018 Godwin 8" By-Pass #1
2	Godwin 4" By-Pass
3	Godwin 4" By-Pass
4	DBA 4" Dewatering Pump

	MACHINARY
1	2013 CAT 304 Mini Excavator
2	2013 CAT 259 Skid Steer W/ Attachments
3	CAT 320E Excavator
4	2019 Cat Skid Steer
5	Bobcat 331 Mini Excavator

	MISC. EQUIPMENT
1	McCroy HDPE Butt Fusion Machine
2	Central Thermoplast HDPE Electro Fusion Machine
3	Generators / Welders
4	Bosch Jack Hammer
5	ISC 695-F4 5HP Concrete Chain Saw
6	Stihl 14" Gas Chop Saws (3)
7	Confined Space Tripods
8	Gas Detectors
9	(3) Hilti Chisel Hammer
10	Compactor / Tamper
12	Vacall Vactor Tuck
13	All Required Piping tools

Attachment: Exhibit E - Danus Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

DANUS UTILITIES

2320 BEARDALL AVENUE, SANFORD, FL 3277
P.O. BOX 291671 PORT ORANGE, FL 3212
STATE LICENSE #CUC 122474
386-233-558

JOB REFERENCES

START DATE	COMPLETE DATE	DESCRIPTION	OWNER INFORMATION AND CONTACTS	VALUE
1/2023	11/2023	**City of Titusville: Causeway Lift Station Improvements** The scope of work consists of demolition, new installations, new sewer manholes, new force main connection to existing, new gravity sewer, misc. electrical instrumentation, piping valves and fittings, electrical service, level monitoring and control system, installation of a City provided radio telemetry unit (RTU) and all other necessary sitework, testing, and incidentals for satisfactory project completion and satisfactory operational system.	**City of Titusville** 2836 Garden St. Titusville, FL 32796 Kevin Meulman kevin.meulman@titusville.com 321-288-6778	$775,825.
12/2021	6/2023	**City of Temple Terrace: Tree Tops Lift Station** This project consisted of the Rehabilitation of the existing Tree Tops lift station and the replacement of approximately 2,800 LF of force main. The force main will be rerouted into the SWFWMD easement adjacent to the Tree Tops lift station site. The lift station rehabilitation includes replacing all pumps, wet well piping, fittings, valves, concrete top slab, and lining the existing wet well. Tree Tops Lift Station is located at 8124 Tom Sawyer Drive, Temple Terrace, FL 33637	**City of Temple Terrace** 11250 N.56th Street Temple Terrace, FL 33617 Engineer: Kimley - Horn mike.semago@kimley-horn.com 727-498-3633	$760,925.
5/2021	5/2022	**City of Daytona Beach: Lift Station 97** The work generally consists of furnishing all coordination, labor, materials and construction services to complete the project work as noted in the Drawings. The primary work includes construction. This project involves the rehabilitation of the City's Lift Station #97 by conversion of a top mounted style to submersible pumps. Work includes removal of existing hardware and installation of new pumps, rails, pipes, controls, backup diesel pump, wet well and manhole lining, new valve vault, fencing and electrical equipment	**City of Daytona Beach** 301 S. Ridgewood Avenue Daytona Beach, FL 32114 Jeff Lane lanejeff@codb.us 321-288-6778	$686,630.
12/2021	4/2022	**City of Palm Bay: Lift Station 21** Work consisted of by-passing the location, prep, and cleaning wet-well. Equipment removal with demolition of old top slab. Installed discharge piping and valve assembly along with new top slab and hatch. Coated wet-well as well.	**City of Palm Bay** 120 Malabar Road, Suite 200 Palm Bay, FL 32907 Glen Beckett glen.beckett@palmbayflorida.org 321-288-6778	$99,000.
3/2021	11/2021	**City of Temple Terrace: Lift Station SA** This project included the rehabilitation of Lift Station SA with the installation of a new wet well (precast well and top slab), 3 new submersible pumps, all piping (12" and 24") associated with the lift station (header piping, valve vault piping and appurtenances). The inside of the receiving gravity manhole is to be rehabilitated/re-coated. Demo of previous lift station building as well as restoration of the lot.	**City of Temple Terrace** 11250 N.56th Street Temple Terrace, FL 33617 Engineer: *Kimley - Horn* mike.semago@kimley-horn.com 727-498-3633	$1,979,790.
12/2020	7/2021	**City of Daytona Beach: Clyde Morris Manhole Rehabs** Project consisted of the rehabilitation of 29 manholes. They were lined using Urathane or epoxy coating. Some were located in the pavement and had ring and cover replacement. Bench and invert work was done where it had been lacking.	**City of Daytona Beach** 301 S. Ridgewood Avenue Daytona Beach, FL 32114 Jeff Lane lanejeff@codb.us 321-288-6778	$231,682.5

Attachment: Exhibit E - Danus Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

DANUS UTILITIES

2320 BEARDALL AVENUE, SANFORD, FL 3277
P.O. BOX 291671 PORT ORANGE, FL 3212
STATE LICENSE #CUC 122474
386-233-558

JOB REFERENCES

START DATE	COMPLETE DATE	DESCRIPTION	OWNER INFORMATION AND CONTACTS	VALUE
10/2020	4/2021	**St. Johns County: Multiple Lift Station Upgrades** Rehabilitation of Mayo Clinic (PS 114), Corpus Christi (PS 115), and I-95 Rest Area (Mile Marker 302) North Bound (PS 118) Lift Station Upgrades project required the contractor to furnish all labor, materials, equipment, and incidentals necessary for improvements to the titled lift stations located in Saint Augustine, FL. Work included bypass pumping, demolition, relining existing wet wells and influent manholes, new wet well tops and hatches, new submersible pumps, new force main piping, valves, and appurtenances and connection to existing force main, electrical and instrumentation, coordination with FPL, fencing, site work, and permitting per all applicable St. Johns County Utility Department (SJCUD) standards and as provided in the Contract documents.	**St. Johns County** 500 San Sebastian View St. Augustine, FL 32084 Teri Pinaon, P.E. 904-209-2604	$1,004,847.
9/2020	5/2021	**City of Casselbery: Seminola Master Lift Station** Consists of the rehabilitation and replacement of equipment, materials, and/or structures at the Seminola Master Lift Station, including installation of a new concrete wet well; rehabilitation of the existing wet well to an influent manhole; installation of new submersible pumps, piping and fittings, control panel, electrical wiring, concrete and asphalt driveway, and emergency generator and fuel tank; and restoration of the site.	**City of Casselberry** 95 Triplet Lake Drive Casselberry, FL 32707 Engineer: *CHA Engineering* sceriana@chacompanies.com 407-679-5358	$1,203,442.
5/2020	12/2020	**Brevard County: T-09 Lift Station Rehabilitation** Work consisted of by-passing the location, prep and installation of wet well fiberglass liner, install of 12" wet well top slab and hatch, install of 6" gate valve, force main discharge piping and valves, install of 40' ROHN Tower, antenna, conduit, and wiring.	**Brevard County** 2725 Judge Fran Jamieson Way Viera, FL 32940 robert.edmiston@brevardfl.gov 321-617-7391	$155,500.
2/2020	6/2020	**City of West Melbourne: Multiple Lift Station Rehabilitation** Installation and wiring of city supplied control panels. Installation of fiberglass liners and floors. Installation of HDPE discharge piping, duplex guide rail systems, wet-well top slabs, pipes, valves, and fittings. Removal of debris and restoration.	**City of West Melbourne** 1415 Henry Ave. West Melbourne, FL 32904 michael.deberry@jacobs.com 321-727-3710	$401,876.
5/2020	12/2020	**Brevard County: T-09 Lift Station Rehabilitation** Work consisted of by-passing the location, prep and installation of wet well fiberglass liner, install of 12" wet well top slab and hatch, install of 6" gate valve, force main discharge piping and valves, install of 40' ROHN Tower, antenna, conduit, and wiring.	**Brevard County** 2725 Judge Fran Jamieson Way Viera, FL 32940 robert.edmiston@brevardfl.gov 321-617-7391	$155,500.
1/2020	4/2020	**City of Winter Park: Lift Station 66 Rehabiliation** Work consisted of high pressure water blasting, controlled by-passing at 500 GPM, application of Raven 405 Epoxy coating, installed new stainless-steel base plates and base elbows, installed new top slab, and installed new 4" piping.	**City of Winter Park** 1409 Howell Branch Road BG#1 Winter Park, FL 32789 lkastschor@cityofwinterpark.org 407-599-3254	$78,733.7

Attachment: Exhibit E - Danus Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Att. 4 cont.

DANUS UTILITIES

2320 BEARDALL AVENUE, SANFORD, FL 3277
P.O. BOX 291671 PORT ORANGE, FL 3212
STATE LICENSE #CUC 122474
386-233-558

JOB REFERENCES

START DATE	COMPLETE DATE	DESCRIPTION	OWNER INFORMATION AND CONTACTS	VALUE
5/2020	5/2020	**City of West Melbourne: WWTP** Headworks Structure, Floor, and Walls Coating. Provided all labor, materials, equipment, and all supervision nesscary to prepare and coat the interior of existing concrete structures. Patched/Repaired all minor voids as nesscary with Raven approved repair mortars up to 1/2" thick. The top was coated with Raven 405 Ultra Build Epoxy at 200 mil thick. The monolithic epoxy coating of entire structure inspected with high voltage Holiday detection equipment.	**City of West Melbourne** 1415 Henry Ave. West Melbourne, FL 32904 Mike DeBerry 321-727-3710 Michael.DeBerry@jacobs.com	$143,814
1/2020	4/2020	**City of Winter Park: Lift Station 66 Rehabiliation** Work consisted of high pressure water blasting, controlled by-passing at 500 GPM, application of Raven 405 Epoxy coating, installed new stainless-steel base plates and base elbows, installed new top slab, and installed new 4" piping.	**City of Winter Park** 1409 Howell Branch Road BG#1 Winter Park, FL 32789 lkastschor@cityofwinterpark.org 407-599-3254	$78,733.
10/2019	4/2020	**Flagler Rehabilitation Project:** Rehabilitation of 3 lift stations in the City of Flagler Beach. Work consisted of removing and replacing pumps, elbows, stainless rails, check/plug valves, concrete slabs, etc. Raven approved repair mortars up to 1/2" thick. The top was coated with Raven 405 Ultra Build Epoxy at 200 mil thick. The monolithic epoxy coating of entire structure inspected with high voltage Holiday detection equipment.	**City of Flagler Beach** 105 S 2nd St. Flagler Beach, FL 32136 Alliant Engineering, Inc. 7406 Fullerton St, Suite 110 Jacksonville, FL 32256 Marcus DePasquale 904-683-8352 MDePasquale@alliant-inc.com	$305,655.
11/2019	1/2020	**City of Macclenny CDBG 18 NR Lift Station Rehabilitation and Replacement** The Project consists of constructing three (3) new duplex submersible pump stations; rehabilitating two (2) duplex self-priming pump stations; associated gravity sewer and force main work; bypass pumping; demolition; sitework; electrical, including emergency standby generators; and associated restoration. piping.	**Macclenny, FL** 118 E Macclenny Ave. Macclenny, FL 32063 Mittauer & Associates, Inc. 580-1 Wells Road Orange Park, FL 32073 Tim Norman 904-278-0030	$1,029,213.
1/2020	4/2020	**Brevard County Lift Station S-04:** The project consists of the installation of the proposed Lift Station S-04, including but not limited to; the rehabilitation of the existing wet well, installation of a new wet well, pumps, risers, valves, piping, valve pad, control panel, and associated electrical components, telemetry infrastructure, and the associated instrumentation and controls; gravity wall, sidewalk, and guiderails; and all other incidentals necessary to complete the work in accordance with the Contract documents.	**Brevard County, FL** 2725 Judge Fran Jamieson Way Viera, Florida 32940 Owen Callard 321-633-2089 Owen.Callard@brevardfl.gov Engineering: Bussen-Mayer Scott Nickle 321-453-0010	$781,135.(

Attachment: Exhibit E - Danus Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Att 4 Cont

DANUS UTILITIES

2320 BEARDALL AVENUE, SANFORD, FL 3277
P.O. BOX 291671 PORT ORANGE, FL 3212
STATE LICENSE #CUC 122474
386-233-558

JOB REFERENCES

START DATE	COMPLETE DATE	DESCRIPTION	OWNER INFORMATION AND CONTACTS	VALUE
9/2019	4/2020	**City of Temple Terrace Lift Station A:** This project consists of the rehabilitation of an existing lift station and installation of approximately 30 LF of 8" DI Forcemain. Lift station rehabilitation includes replacing all pumps, wet well piping, fittings, valves and lining the existing wet wells.	**City of Temple Terrace** 11250 N.56th Street Temple Terrace, FL 33617 Engineering: Kimley-Horn Mike Semago Mike.Semago@kimley-horn.com 727-498-3633	$296,890
10/2019	2/2020	**City of Holly Hill Lift Station 13 Rehabilitation:** The rehabilitation of the City of Holly Hill Lift Station #13 includes the conversion of the can lift station into a submersible station. Work includes bypass pumping, demolition of (2) existing pumps, piping, and valves to abandon pump can. Installation of two (2) new submersible pumps, top slab, piping, valves, valve vault, electrical panel and control panel.	**City of Holly Hill** 1065 Ridgewood Ave Holly Hill, FL 32117 Rick Glass 386-566-1600 rglass@hollyhillfl.org Engineering: Mead & Hunt Kevin Lee 386-414-5053	$240,430
10/2019	1/2020	**Holiday Isle Lift Station Improvements-** Installation of new 8 ft diameter precast concrete wetwell and 5 ft diameter precast doghouse/pour-in-place receiving manhole, coating the existing and proposed wetwell/manhole interior with Raven405 or approved equal, precast concretetop slab withHoliday Isle Lift Station access hatch, 316 stainless steel piping, valves, guide rails, pump bases, submersible pumps, diesel bypass pump, and water service for lift station, relocation/replacement of existing 4" and 6" backflow preventers, concrete slab/driveway, concrete masonry block wall with stucco finish and cantilever gate, electrical rack including control panel, explosion-proof terminal boxes, RTU, electrical wiring, service disconnect, and electrical meter per SJCUD standards, temporary bypass pumping and demolition / removal of existing lift station components and building and conversion of theexisting wetwell into a manhole.	**St. Johns County Purchasing Dept.** 500 San Sebastian View St. Augustine FL 32084. James Overton 904-209-2514 joverton@sjcfl.us	$399,010
5/2019	11/2019	**City of Ormond Beach Lift Stations 3M, Tomoka Meadows, & Ashford Lakes Improvements -** The work consists of improvements to Lift Stations 3M, Tomka Meadows & Ashford Lakes. For Lift Station 3M, electrical and control improvements; including voltage change and SCADA reprogramming; wet well top slab replacement; removal of fiberglass pole and light fixture; bypass pumping; installation of new light on existing concrete pole; new drain line. For the Lift Station at Tomoka Meadows, work consists of removal of a fiberglass pole and light fixture; installation of a new light on existing concrete pole; realign discharge pipe, guide rails and discharge elbows to be centered in wet well; new discharge pipe; new valve pit centered on realigned discharge pipes; bypass pumping; new drain line; additional 2-inch conduit for pump lead; 90-degree bend and drop pipe on influent line in wet well. For the Lift Station at Ashford Lakes, work consists of removal and replacement of the pumps and discharge elbows; new guide rails and upper guide rail brackets; new discharge pipe; new control panel; new SCADA panel; new equipment rack; bypass pumping.	**City of Ormond Beach** 22 South Beach Street Ormond Beach, FL 32174 Ron Burk: 386-676-3368 Ron.Burk@ormondbeach.org Engineering: McKim & Creed, Inc. 139 Executive Circle, Suite	$378,400.(

Attachment: Exhibit E - Danus Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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
Electrical	Chinchor Electric, Inc. 1460 S Leavitt Ave Orange City, FL 32763 PH: 386-774-1020	1) Volusia County 2) St Johns County 3) Brevard County
Concrete	Formasters Concrete 1003 Lake Helen Osteen Rd Lake Helen, FL 32744 386-228-3003	1) St Johns County 2) Brevard County 3) City of Temple Terrace
		1) 2) 3)
		1) 2) 3)

END OF SECTION

Attachment: Exhibit E - Danus Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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	Causeway Lift Station Improvements	City of Titusville	Causeway Lift Station Improvements. The scope of work consists of demolition, new installations, new sewer manholes, new force main connection to existing, new gravity sewer, misc. electrical instrumentation, piping valves and fittings, electrical service, level monitoring and control system, installation of a City (RTU) and all other necessary site work, testing, and incidentals for satisfactory project completion and satisfactory operational system.	Kevin Meulman kevin.meulman@titusville.com 321-288-6778	1/2023- 11/2023
2	Tree Tops Lift Station Rehabilitation	City of Temple Terrace	This project consisted of the Rehabilitation of the existing Tree Tops lift station and the replacement of approximately 2,800 LF of force main. The force main will be rerouted into the SWFWMD easement adjacent to the Tree Tops lift station site. The lift station rehabilitation includes replacing all pumps, wet well piping, fittings, valves, concrete top slab, and lining the existing wet well. Tree Tops Lift Station is located at 8124 Tom Sawyer Drive, Temple Terrace, FL 33637	Engineer: Kimley - Horn mike.semago@kimley-horn.com 727-498-3633	12/2021 - 6/2023
3	Lift Station 97 Rehabilitation	City of Daytona Beach	The work generally consists of furnishing all coordination, labor, materials and construction services to complete the project work as noted in the Drawings. The primary work includes construction. This project involves the rehabilitation of the City's Lift Station #97 by conversion of a top mounted style to submersible pumps. Work includes removal of existing hardware and installation of new pumps, rails, pipes, controls, backup diesel pump, wet well and manhole lining, new valve vault, fencing and electrical equipment.	Jeff Lane lanejeff@codb.us 321-288-6778	5/2021 - 5/2022

END OF SECTION

Attachment: Exhibit E - Danus Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Executed in 2 Counterparts
ITB NO. 25-WW-10-1

SECTION 00 41 00
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Danus Utilities, Inc. as Principal and Swiss Re Corporate Solutions America Insurance Corporation of the City of Kansas City State of Missouri, a corporation existing under the laws of the State of Florida, as Surety, are held and firmly bound unto the City of Holly Hill hereinafter called the Owner, in the sum of Five Percent of Amount Bid (5%)----------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 #20 BYPASS PUMP

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 E - Danus Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 10th day of June, 2025, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF:

N/A (Seal)

N/A (Seal)

N/A (Seal)

N/A (Seal)

Individual or Partner

Witness

2320 Beardall Avenue

Sanford , FL 32771

Address

Danus Utilities, Inc.

Corporate Principal

ATTEST:

Robert H Brown
Witness

President AFFIX CORPORATE SEAL

1200 Main Street, Suite 800

Kansas City, MO 64105-2478

Address

By Jeffrey W. Reich

Jeffrey W. Reich* AFFIX CORPORATE SEAL

Swiss Re Corporate Solutions America Insurance Corporation

Corporate Surety

ATTEST:

Migdiel Burgos, Witness

*Attorney-In-Fact & FL Licensed Resident Agent

Title Inquiries: 407-786-7770

END OF SECTION

Attachment: Exhibit E - Danus Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JEFFREY W. REICH, SUSAN L. REICH, KIM E. NIV, TERESA L. DURHAM, CHERYL A. FOLEY, LISA A. ROSELAND, EMILY J. GOLECKI, SONJA AMANDA FLOREE HARRIS, ROBERT P. O'LINN, NATHAN K. REICH, and SARAH K. O'LINN

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION ($200.000.000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION CORPORATE SEAL 1973 MISSOURI

SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION CORPORATE SEAL MISSOURI

By _____
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By _____
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC

WESTPORT INSURANCE CORPORATION CORPORATE SEAL MISSOURI

IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10TH day of NOVEMBER, 20 23

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

State of Illinois
County of Cook ss

On this 10TH day of NOVEMBER, 20 23, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SPCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

Karen M. Szweda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 10th day of June, 20 25.

SWISS RE CORPORATE SOLUTIONS CORPORATE SEAL 1973 MISSOURI

OFFICIAL SEAL
KAREN M SZWEDA
Notary Public, State of Illinois
Commission No. 978628
My Commission Expires September 26, 2027

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

Attachment: Exhibit E - Danus Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

FLORIDA SURETY BONDS, INC. Phone 407-786-7770 Maitland,

Attachment: Exhibit E - Danus Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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. ITB NO. 25-WW-10-1 for City of Holly Hill.

This sworn statement is submitted by Danus Utilities, Inc. whose business address is 2320 Beardall Ave, Sanford, FL 32771 and (if applicable) its Federal Employer Identification Number (FEIN) is 27-0404772. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: N/A.)

My name is Daniel J Pardus 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 E - Danus Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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 E - Danus Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

(Signature) _____ Date: June 10, 2025

State of Florida County of Seminole

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Daniel J Pardy who, after first being sworn by me, affixed his/her signature in the space provided above on this 10 day of June, 2025.

_____
Notary Public

My Commission Expires: October 23, 2025



Attachment: Exhibit E - Danus Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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: Danus Utilities, Inc.

SIGNED BY: _____

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

TITLE: President

ADDRESS: 2320 Beardall Ave

CITY AND STATE: Sanford, FL 32771

TELEPHONE: 407-878-1254

COMPLETION TIME: 150/180 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) N/A

END OF SECTION

Attachment: Exhibit E - Danus Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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 E - Danus Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

SECTION 00 48 60

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Project Number: ITB # 25-WW-10-1

Up on 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: Danus Utilities, Inc.

Authorized representative (printed): Daniel J Pardus

Authorized representative (signature): _____

Date: June 10, 2025

END OF SECTION

Attachment: Exhibit E - Danus Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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
Danus Utilities, 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.)
2320 Beardall Ave

Requester's name and address (optional)
City of Holly Hill

City, state, and ZIP code
Sanford, FL 32771

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
27-0404772

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 ▶ June 10, 2025

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,

Docusign Envelope ID: 63D30F7C-F93F-4236-A4A8-C693E99B7E79

Section 00 48 80

Affidavit of E-Verify Requirements Compliance

ITB 25-WW- Lift Station 20 Bypass Pump

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.

Danus Utilities, Inc.
2320 Beardall Ave, Sanford, FL 32771

Consultant/Contractor Name and Address

Signature

Daniel J Pardus - President

Name and Title

Attachment: Exhibit E - Danus Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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	$1,000.00
Trench Shoring	$1,000.00

Two Thousand and 00/100 Dollars
(Cost in Words)

TOTAL $ 2,000.00

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

COMPANY NAME: Danus Utilities, Inc.

DATE: June 10, 2025 BY: _____

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

Attachment: Exhibit E - Danus Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

SECTION 00 62 00
CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Alice M Pardus, certify that I am the Secretary of the corporation named as Principal in the within Bid Bond; that Daniel J Pardus 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.

Alice M Pardus

AFFIX CORPORATE SEAL

END OF SECTION

Attachment: Exhibit E - Danus Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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 Employer's Liability**		Statutory	
			$ 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.

Attachment: Exhibit E - Danus Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/D): 06/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	**CONTACT NAME:** Melissa Adrian, CPSR
Caton-Hosey Insurance	**PHONE (A/C, No, Ext):** (386) 767-3161 **FAX (A/C, No):** (386) 760-1770
3731 Nova Rd.	**E-MAIL ADDRESS:** melissa@catonhosey.com
Port Orange FL 32129	
INSURED	**INSURER(S) AFFORDING COVERAGE** / **NAIC #**
Danus Utilities, Inc	**INSURER A :** Specialty Builders Ins. Co. 16826
4133 Saddle Club Dr	**INSURER B :** Auto-Owners Ins 18988
New Smyrna Beach FL 32168	**INSURER C :** Travelers Excess & Surplus Lines Co 29696
	INSURER D : National Builders Insurance Company 16632
	INSURER E : Federal Insurance Company 20281
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** CL2462032848 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractual Liability [X] XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			PKG-0351006-01	07/02/2024	07/02/2025	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 [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			4806741403	07/02/2024	07/02/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 10,000
C	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP-8W978480-24-NF	07/02/2024	07/02/2025	EACH OCCURRENCE AGGREGATE [ ]	$ 4,000,000 $ 4,000,000 $
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		WCV 0264441 08	07/02/2024	07/02/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Rented & Leased Equipment			45471710	06/24/2024	06/24/2025	Limit Deductible	$350,000 $1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Proof of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

Attachment: Exhibit E - Danus Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

State of Florida
Department of State

I certify from the records of this office that DANUS UTILITIES INC is a corporation organized under the laws of the State of Florida, filed on June 22, 2009, effective June 20, 2009.

The document number of this corporation is P09000053628.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on February 26, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-sixth day of February, 2025



Secretary of State

Tracking Number: 2978099678CC

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

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

Attachment: Exhibit E - Danus Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

CITY OF SANFORD
FLORIDA

CITY OF SANFORD
Building Division
PO Box 1788, Sanford, FL 32772-1788

2025

LOCAL BUSINESS TAX RECEIPT

VALID THROUGH SEPTEMBER 30, 2025

DANUS UTILITIES INC
2320 BEARDALL AVE

SANFORD FL 32771

This receipt is a local business tax only. It does not permit the local business taxpayer to violate any existing zoning or regulatory laws of the state or county, nor does it exempt the business taxpayer from any other license or permits required by law.

Issue Date:	**October 01, 2024**	**BTR19-031005**
Business Location:	**2320 BEARDALL AVE**	

Classification	**Amount**
Fire Inspection Fee	50.00
Contractor	200.00
TOTAL:	**250.00**

Comments: UNDERGROUND UTILITY LOCATOR/CONTRACTOR - CUC1224744
Restrictions: SUBJECT TO MEETING P & Z CONDITIONS

SEMINOLE COUNTY TAX RECEIPT REQUIRED
ORIGINAL TAX RECEIPT MUST BE DISPLAYED ON PREMISES

Attachment: Exhibit E - Danus Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

SEMINOLE COUNTY BUSINESS TAX RECEIPT

PO BOX 630, SANFORD, FL 32772 • 407-665-1000
WWW.SEMINOLECOUNTY.TAX

VALID THROUGH 09/30/25

Account #: 197339

DANUS UTILITIES INC
2320 BEARDALL AVE
SANFORD, FL 32771

REGULATED
License # - CUC1224744
Qualifier- PARDUS DANIEL J
**SANFORD CITY LICENSE REQUIRED **

DAN J PARDUS (OFFICER)

Receipt #: 1048202408200748 2

Amount Paid: $ 45.00

Date Paid: 08/20/2024

Attachment: Exhibit E - Danus Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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

PARDUS, DANIEL J

DANUS UTILITIES INC
2320 BEARDALL AVE
SANFORD FL 32771

LICENSE NUMBER: CUC1224744

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/13/2024

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.

Docusign Envelope ID: 63D30F7C-F93F-4236-A4A8-C693E99B7E79

ORIGINAL

SECTION 00 30 00
PROPOSAL

FOR

CITY OF HOLLY HILL

LIFT STATION #20 BYPASS PUMP
ITB NO. 25-WW-10-1

(To be completed in Duplicate)

Bidder's Name: Sawcross, Inc.

Submitted: June 10, 2025

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

Gentlemen:

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

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

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

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

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

Attachment: Exhibit F - Sawcross Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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 #20 BYPASS PUMP

for the City of Holly Hill, Florida, complete in every respect in strict accordance with the drawings, specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed in the "Schedule of Unit Prices: Section 00 31 00" attached and made a part of this Bid. **The bid total is:**

Two hundred ninety-five thousand five hundred dollars

(In Words)

Dollars $ **295,500.00** (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 contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his/her Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his/her Surety, then such excess shall be paid to the Owner by the Contractor or his/her Surety.

SUPPLEMENTAL REQUIREMENTS

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

Schedule of Unit Prices: Section 00 31 00
Statement of Bidder's Qualifications: 00 32 00

Attachment: Exhibit F - Sawcross Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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
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
W9 Request for Taxpayer Identification Number and Certification

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. Bidders are advised that the offering of any alternatives to the sole source supplied equipment will be grounds for rejection of their bid as not responsive. The second category of equipment includes those items where the Owner and Engineer deem there to be more than one acceptable supplier of the particular item listed. The equipment which falls under these two categories is 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

Attachment: Exhibit F - Sawcross Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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 F - Sawcross Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

SCHEDULE OF MAJOR MANUFACTURERS
AND SUPPLIERS

Category I - Sole Source Equipment Items:

Item No.	Spec. No.	Equipment/Material	Manufacturer or Supplier
1.	33 01 30.10	Bypass Pump	Thompson Pump

Category II - Major Equipment Items:

Attachment: Exhibit F - Sawcross Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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. NONE			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

6/10/2025

Name (signature) Date

Mark Hickinbotham

Name (typed and printed)

President

Title

ACKNOWLEDGMENT OF ADDENDA

Attachment: Exhibit F - Sawcross Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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: 6/5/25
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 *** FIVE PERCENT OF AMOUNT OF BID *** Dollars (5% OF BID), made payable to City of Holly Hill (Owner).

Sawcross, Inc.
(Name of Bidder) (Affix Seal)

(Signature of Officer)

Mark Hickinbotham, President
(Title of Officer)

Sawcross, Inc.
Name of Bidder

10970 New Berlin Road
Address

Jacksonville, FL 32226
City/State/Zip

904-751-7500
Telephone

CGC036203
Contractor's Florida License Number

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

Sawcross, Inc. - Mark Hickinbotham, President - 10970 New Berlin Rd, Jacksonville, FL 32226

END OF SECTION

Attachment: Exhibit F - Sawcross Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

SECTION 00 31 00
SCHEDULE OF UNIT PRICES
CITY OF HOLLY HILL

LIFT STATION #20 BYPASS PUMP
ITB NO. 25-WW-10-1

ITEM NO.	*DESCRIPTION*	*QTY*	*UNIT*	*UNIT COST*	*TOTAL*
1	Mobilization/Demobilization	1	LS	20,000.00	$20,000.00
2	Preconstruction Video	1	LS	2,000.00	$2,000.00
3	Field Locate and Expose Existing Utilities	1	LS	11,000.00	$11,000.00
4	Sitework	1	LS	30,500.00	$30,500.00
5	Complete Skid Mount Emergency Bypass Pump	1	LS	88,000.00	$88,000.00
6	Mechanical (Pipe, Valves, and Fittings)	1	LS	82,000.00	$82,000.00
7	Tie-Ins				
	a) Tie-In Bypass Pump Discharge to Existing Force Main	1	LS	20,000.00	$20,000.00
8	Electrical	1	LS	15,000.00	$15,000.00
9	Allowances	1	LS	5,000.00	$5,000.00
10	MOT	1	LS	$2,000.00	$2,000.00
11	Restoration	1	LS	$15,000.00	$15,000.00
12	As-Built Plans	1	LS	$5,000.00	$5,000.00
				BASE BID TOTAL	$295,500.00

Submitted by: Sawcross, Inc. - Mark Hickinbotham, President
Contractor: Sawcross, Inc.
Address: 10970 New Berlin Rd, Jacksonville, FL 32226
Telephone: 904-751-7500 Fax: 904-751-0600
State of Florida Certified General Contractor or Underground Contractor (Required Information)
Licensee: Mark Hickinbotham, President License No: CGC036203
CUC056787

Attachment: Exhibit F - Sawcross Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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. **Sawcross, Inc.**

B. Permanent main office address. **10970 New Berlin Rd, Jacksonville, FL 32226**

C. When organized. **July 31, 1992**

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? **33 years**

F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) **See attached list.**

G. General character of work performed by your company. **Water/Wastewater General Contrac**

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. **No lawsuits/judgements in last 3 years.**

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 list.**

K. List your major equipment **See attached list**.

L. Experience in construction work similar in type to this project. **See project narratives.**

M. Background and experience of the principal members of your organization, including the officers. **See attached resumes.**

N. Credit available: $ **50,000,000.00**

O. Give bank reference: **TD Bank - 9715 Gate Pkwy N, Jacksonville, FL 32246 - Cheryl Snyde 904-807-9022**

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 F - Sawcross Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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 12:00 PM this 10th day of June, 2025.

Sawcross, Inc.
Name of Bidder

By: Mark Hickinbotham, President
Title

State of Florida

County of Duval

Mark Hickinbotham being duly sworn deposes and says that

he is the President of Sawcross, Inc. and that

the answers to the City of Holly Hill foregoing questions
Name of Organization

and all statements therein contained are true and correct.

Subscribed and sworn to before me this 10th day of June, 2025.

Notary Public

Mikayla Parker
Notary Public (Print or Type)

MIKAYLA PARKER
Commission # HH 264047
Expires May 12, 2026

My commission expires: 5/12/2026

Attachment: Exhibit F - Sawcross Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

SAWCROSS, INC.
CURRENT PROJECT LISTING as of 6/10/2025

	OWNER	PERCENTAGE COMPLETED	PROJECT END DATE
Crestview - WWTP Solids handling Improvements 5101 Arena Road, Crestview, FL 32536 The project consists of furnishing and installing a new Biosolids Dewatering Facility, two additional sludge digesters, as wellas other improvements	City of Crestview, Florida City Clerk's Office 198 N. Wilson Street Crestview, FL 32536	97%	6/1/2025
Orlando - Water Conserv II WRF Preliminary Treatment System Improvements 5420 L.B. McLeod Rd., Orlando, FL 32765 Construction of a new preliminary treatment structure; installation of process equip., including but not limited to perforated plate mechanical screens, grit removal equipment, grit separation and classification equip., screening washing and compacting equip., grit pumps, screening conveying sluice channel, pumps, & slide gates; install of new odor control equip.; install of new prelim pump station including pumps & appurtenances; construction of new CMU block electrical building & electrical equipment.	City of Orlando, Florida Procurement and Contracts Division 400 South Orange Avenue Orlando, FL 32801 Kristina Fries (407) 246-3353 kristina.fries@cityoforlando.com	90%	7/1/2025
Haskell - JEA - Greenland WRF - Process Piping Systems 11458 Apex Trail, Jacksonville, FL 32256 The project consists of the responsibility for buried process piping, plant grade piping, potable water piping and under-slab piping. Pipe installation shall include but not limited to dewatering, trench excavation, installation, bagging, flush, test, disinfectrion (where required) concrete encasement (where required), backfill and compaction to the existing subgrade elevation. Responsible for the under-slab piping to a point past the end of the encasement which will allow connection the yard pipe.	Jacksonville Electric Authority 21 W. Church Street Jacksonville, FL 32202	95%	6/30/2025
JEA - McDuff WTP Refurbishment Project & Norwood WTP Refurbishment Project 1040 McDuff Ave. S., Jacksonville, FL 32205 / 1033 Escambia St., Jacksonville, FL 32208 The project consists of the refurbishment of the McDuff WTP & Norwood WTP to include the removal and replacement of the high service pumps, removal & replacement of the MCC's, installation of variable frequency controllers for the high service pumps, removal & replacement of chlorine analyzers, flow monitoring devices, and refurbishment of the high service pump building.	Jacksonville Electric Authority 21 W. Church Street Jacksonville, FL 32202	96%	6/1/2025
JEA - Twin Creeks Pump Station Upgrades 106 County Road 210 W., St. Johns, FL 32259 The project consists of constructing a new Primary Booster Pump Station including pumps, piping, valves, and accessories. Furnish and install a new Jockey Booster Pump Station including pumps, pipings, valves and accessories. Install a pump out cnnection for full PS emergency bypass. Install and connect air releas vavle dranage piping to the existing stub-out of the reclaimed booster ps duplex grinder ps piping.	Jacksonville Electric Authority 21 W. Church Street Jacksonville, FL 32202	75%	7/1/2025
CCUA - Governor's Park Wastewater Lift Station & Reclaimed Water PS 4528 County Road 15A, Green Cove Springs, FL 32043 The project consists of constructing as 4.0 mgd Wastewater LS including 14-ft diameter fiberglass wetwell, submersible pumps and accessories, permanent diesel engine driven bypass pump, 300 kW generator, 1,000-gal fuel tank, automatic transfer switch, electrical building, installation of two (2) horizontal split-case centrifugal pumps, 750,000-gal prestressed reclaimed stroage tank, reclaimed water PS building, HVAC, electrical & instrumentation work.	Clay County Utility Authority 3176 Olf Jennings Road Middleburg, FL 32068-3907	85%	6/30/2025
Jacksonville Beach - WTP 1 & 2 Pollution Control Plant Sodium Hypochlorite Disinfection System WTP #1: 1050 Osceola Ave., Jacksonville Beach, FL 32250 WTP #2: 337 1st Ave. South, Jacksonville Beach, FL 32250 PCP: 910 South 10th St., Jacksonville Beach, FL 32250 The project consists of the conversion of the existing chorine gas disinfection system to liquid sodium hypochlorite(12.5%) at all three facilities. The work also included the furnishing and installation of two (2) 14-in. butterfly valves at the SBR air piping system and the furnishing and installation of four (4) air-control vavles to regulate the air to each of the SBR basins.	City of Jacksonville Beach Department of Public Works 1460-A Shetter Avenue Jacksonville, Beach, FL 32250	85%	7/1/2025

Attachment: Exhibit F - Sawcross Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Jacksonville Beach - WWTF Biosolids Dewatering System Upgrades 910 S 10th St., Jacksonville Beach, FL 32250 This project consists of the construction of a new dewatering building, two new belt filter presses, three shaftless screw conveyors, two polymer blend units, a new reuse water line and water receiving structure, new reuse water boostter pumps, new sludge piping, new drain piping as well as other piping, site work, equipment systems, structures, instrumentation, controld and electrical systems.	City of Jacksonville Beach 160-A Shetter Avenue Jacksonville Beach, FL 32250	85%	6/30/2025
JEA - Monterey WRF Renovations 5802 Harris St, Jacksonville, FL 32250 Thi sproject consists of demolishing the existing steel sludge holding tank, renovation of the existing influent pump station and conversion to coarse screening process with an improved emergency pumping systen and aerated mixing system. Construction of a new influent pump station, two new waste sludge dry-pit submersible pumps, new sludge transfer system, a second electrical building, installation of a new generator and fuel tank, and improvement of stormwater management system.	Jacksonville Electric Authority 21 W. Church Street Jacksonville, FL 32202	30%	1/1/2027
Holly Hill - WWTP 3rd BTU & Influent Headworks Modifications 453 LPGA Blvd, Holly Hill, FL 32117 The project involves construction of a 3rd Biological Treatment Unit rated for 1.5 MGD capacity along with improvements to the headworks at the City's WWTP. Headworks improvements include new screening and installation of a jet mixing system in the EQ Basin.	City of Holly Hill 1065 Ridgewood Ave Holly Hill, FL 32117	45%	11/15/2025
Atlantic Beach - Buccaneer LS Floodproofing 739 Renault Dr, Jacksonville, FL 32233 This project consists of Furnishing and installation of flood protection measures at Buccaneer Lift Station including coordinating a new overhead electrical service, modification of existing electrical building, pumping station wet well cover; floodproofing electrical gear and building; construction of elevated standby generator concrete slab; and new 250 Kw Stand-by generator.	City of Atlantic Beach 800 Seminole Road Atlantic Beach, FL 32233	86%	6/30/2025
Ocoee - WWTF Electrical Upgrade and Expansion 1810 AD Mims Rd, Ocoee, FL 34761 This project consists of contruction of an electrical building, installattion of generator, construction of blower pad with new blowers, demolition of existing generator, diesel fuel tank, transformer and sidewalk, and installation of electrical conduit and pullboxes, construction of generator pad, grade site and sidewalk.	City of Ocoee 1800 AD Mims Road Ocoee, FL 34761	67%	10/15/2025
JEA - Blacks Ford Package Plant Site Work 1245 Reclamation Dr, St. Johns, FL 32259 This project consists of site work, construction of new influent pump station with installation of underground and aboveground suction and discharging piping and valves, construction of new effluent pump station, installation of wetwell level control system, installation of reclaimed water pipeline, wash down station, and electrical conduit and wiring.	Jacksonville Electric Authority 21 W. Church Street Jacksonville, FL 32206	65%	8/1/2025
Palm Coast - Sludge Thickener & Ground Storage Tank at WTP #2 50 Citation Blvd, Palm Coast, FL 32137 This project consists of installation of a new sludge thickener mechanism within an existing 35 foot diameter tank; construction of a new 35-foot diameter sludge thickener tank with a new thickener mechanism; construction a new 2.0 million gallon ground storage tank; new pumps; piping; electrical, restoration and appurtenances.	City of Palm Coast 160 Lake Avenue Palm Coast, FL 32164	60%	8/3/2025
JEA - Oakridge WTP - HSP Replacement 11789 Saints Rd, Jacksonville, FL 32246 This project consists of furnishing all labor, materials, and equipment and constructing a new electrical system, a new instrumentation and control system, replacing six (6) high service pumps and associated piping and valving, modifying the discharge piping and valving for an existing water supply well, installation of new sodium hypochlorite injection system), constructing a new grinder pump station and force main, cleaning and inspecting the existing pump station floor drain system, constructing a new radio tower with new base and installing three new antennae with coax cables, demolishing an existing septic tank, demolition, lead paint abatement, painting, providing a temporary auxiliary power generator, and all incidentals and related work	Jacksonville Electric Authority 21 W. Church Street Jacksonville, FL 32208	0%	12/1/2026

Attachment: Exhibit F - Sawcross Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

SAWCROSS, INC.

RECENTLY COMPLETED PROJECT LISTING as of 6/10/2025

	OWNER	CONTRACT AMOUNT	DATE COMPLETED
Freeport - Wastewater Treatment Plant 1.5 MGD Expansion 718 Earl Godwin Road, Freeport, FL 32439 The project consists of constructing the expansion of plant capacity from 0.6 to 1.5 MGD in three phases while keeping the existing plant completely operational during construction activities.	City of Freeport, FL 112 FL-20 Freeport, FL 32439	$29,025,790.31	3/25
JEA - Southwest - Timuquana PS Upgrade Project 4881 Timuquana Road, Jacksonville, FL 32210 The project consists of the rehabilitation, repair and upgrade of the Timuquana Rd, Class III/IV Pump Station.	Jacksonville Electric Authority 21 W. Church Street Jacksonville, FL 32202	$3,709,874.86	10/23
Orlando - Iron Bridge Regional WRF Biosolids System Improvements 601 Iron Bridge Circle, Orlando, FL 32765 Construction of biosolids system improvements comprising of the demolition of existing 2-belt belt filter presses and gravity belt thickeners and associated sludge feed pumps and piping, addition of two new 3-belt belt filter presses and associated sludge feed, thickened sludge transfer, polymer solution feed and washwater pumps, replacing existing three thickened sludge transfer pumps.	City of Orlando, Florida Procurement and Contracts Division 400 South Orange Avenue Orlando, FL 32801	$15,098,856.52	2/25
JEA - Cedar Bay WRF Backup Power System 1840 Cedar Bay Road, jacksonville, FL 32218 The project consists of providing permanent backup power to critical loads at the Headworks/Operations Bldg and UV System/Reuse Water PS associated appourtenances. The emergency generator for the Headworks/Operations Bldg will be a 250 kW, 480 V, 3-phase, 60-hertz diesel generator. The emerg. generator for the UV system/reuse water pump station will be a 600 kW, 480 V, 3-phase, 60-hertz diesel generator.	Jacksonville Electric Authority 21 W. Church Street Jacksonville, FL 32202	$3,264,000.00	12/23

SAWCROSS
Contractors & Engineers
CGC 036203 EB8465

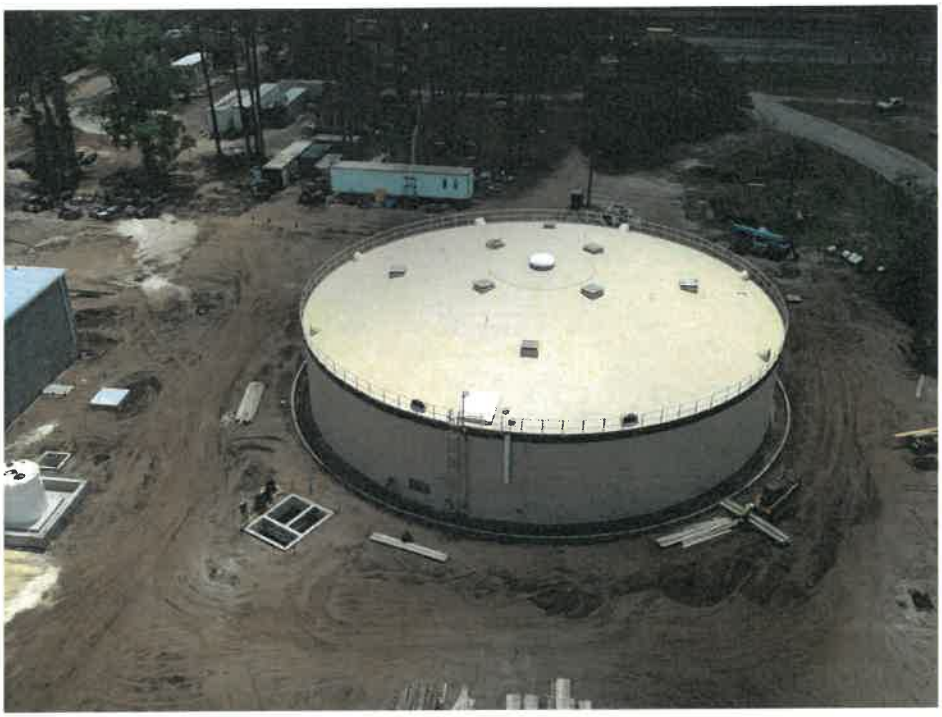
CURRENT COMPANY OWNED EQUIPMENT LIST as of 6/10/2025

EQUIPMENT DESCRIPTION	AVAILABLE FOR PROJECT	EQUIPMENT DESCRIPTION	AVAILABLE FOR PROJECT	EQUIPMENT DESCRIPTION	AVAILABLE FOR PROJECT
Trackhoe 330 2022	X	Trackhoe Komatsu 210 2014	X	Skidsteer John Deere CT332 2007	X
Loader 930 2021	X	Minihoe Cat 305E2 2016	X	Telehandler 2013 Cat TL642	X
Roller CatCS54B 2020	X	Backhoe Cat420F2IT 2015 (2)	X	Backhoe Cat420DIT 2005	X
Dozer CatD3G 2005	X	Skidsteer Cat289D3 2020	X	Telehandler CatTL943C 2014 (2)	X
Skidsteer Cat289D3 2021	X	Roller Bomag BW 1770-5 2018	X	Skidsteer Cat289D 2018	X
Minihoe Cat306 2022	X	Pump MSP HD-150 2022	X	Fork Lift Doosan D455-7	X
Genie Z45/25 2020	X	Trackhoe Cat308E 2016	X	Minihoe Cat303E 2021	X
Crane Grove QRT 655 2019	X	Telehandler CatTL943C 2013	X	Scissor Lift Genie 2014	X
Gator John Deere S4 2021 (2)	X	Backhoe Cat420EIT 2006	X	Scissor Lift JLG 263ES 2017	X
Trackhoe Cat335F 2014	X	Trackhoe 320 2019 (2)	X	Sweeper Lay-Mor SM300	X
Trackhoe Cat314 2014	X	Dozer CatD-5K 2016	X	Double D. Pump 4" yellow 2018 (2)	X
Hydrema 912HM 2019 (2)	X	Telehandler CAT TL1255D 2018 (2)	X	Gator John Deere 835 2019 (2)	X
Telehandler Cat TH360B 2003	X	Backhoe CAT420F2IT 2016	X	Trackhoe 308E 2017	X
Minihoe Cat 305E 2014	X	Minihoe Volvo ECP38 2014	X	Skidsteer Cat257D 2016	X
Skidsteer Cat289D3 2019	X	Skidsteer Cat289D3 2022	X	Genie Z45/25 2005	X
Roller HAMM 2019	X	Genie 260/34 2009	X	John Deere Tractor 3038	X
Double D. Gray Pump 6" yellow (4)	X	Double D. Gray Pump 6" 2021 (2)	X	Roller CatCB114C 2007	X
Jet Pump 6"x3" Pioneer 2011	X	Gator John Deere S4 2018	X	Water Trailer Multi Quip WT5	X
Skidsteer Cat 257D 2017	X	Gator John Deere 835 2022	X	Double. D Pump 4" green	X
Backhoe CAt420F 2014	X	Skidsteer Cat257D 2018	X	Skidsteer Cat299XPS 2018	X
Dozer Cat D-3 2022	X	Minihoe Cat305E2CR 2017	X	Gator John Deere 835 2018	X
Trackhoe Komatsu 228 2004	X	Telehandler CatTL1055D 2018	X	Skidsteer John Deere 2015	X
Loader Cat 930K 2011	X	Scissor Lift JLG 1930ES	X	Telehandler CatTH340B	X
Skidsteer Cat 257D 2015	X	Gator John Deere S2 2014	X		
Double D. Pump 6" blue 2022	X	Gator John Deere S4 2014 (3)	X		
Gator John Deere S4 2019 (3)	X	Trackhoe Cat308E2CR 2017 (2)	X		

Attachment: Exhibit F - Sawcross Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

US-1 South Re-Pump & Booster Pump Station

Jacksonville, Florida



Project consisted of the construction of a new 3,044 square foot split-face block building which will include a booster pump room booster pump building including electrical room, restroom, and storage room. Five 2,400 gpm horizontal split case pumps (2 re-pump and 3 booster pumps), duplex grinder pump station, sump pump, process piping, valves, and appurtenances, motor-operated 3-ton bridge crane, HVAC system including fans, louvers, and associated duct work, control panel/PLC, switchboard and VFDs, low voltage power distribution equipment, lighting and receptacles, automatic transfer controller, 750 kw generator, fuel storage tank, and concrete pads, security panel and controls, and lightning protection system. Construction of one (1) 1.5 MG prestressed concrete ground storage tank with tank fill assembly (pressure reducing and sustaining valves), tank appurtenances, tank instrumentation with lightning protection system. A sodium hypochlorite feed and storage system with a duplex chemical pump skid, concrete pad, containment, and a pre-engineered metal building, one (1) double walled 2,500-gallon storage tank and appurtenances, chemical feed piping, valves, and appurtenances, lightning protection system, remote I/O cabinet, low voltage power distribution equipment, lighting and receptacles. All instrumentation, programming and electrical components including conduit, wires, motors, control panels, cabling, and other field instruments for a fully functioning system.

OWNER
Jacksonville Electric Authority
21 W. Church Street
Jacksonville, FL 32202
Brian Phillips
(904) 665-7625
philbr@jea.com

ENGINEER
Mott MacDonald
10245 Centurion Parkway, North
Suite 320
Jacksonville, FL 32256
Leslie Samel, P.E.
(904) 203-1090
leslie.samel@mottmac.com

Project Type
Bid/Build

Original Contract Amount
$7,155,363.00

Final Contract Amount
$7,155,363.00

Notice To Proceed Date
August, 2018

Contract Substantial Completion
March, 2020

Actual Substantial Completion
September, 2019

SAWCROSS, INC.
CONTRACTORS & ENGINEERS
CGC036203 EB8465

10970 New Berlin Road
Jacksonville, FL 32226

OFFICE: (904) 751-7500
FAX: (904) 751-0600

www.sawcross.com

PRECONSTRUCTION SERVICES DESIGN BUILD BID BUILD

Attachment: Exhibit F - Sawcross Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

City of Orlando - Lift Station #45 Replacement

Orlando, Florida



The work consists of construction of a new pumping station with new buildings, wet well using existing structures, electrical, generator, and control equipment, pumps, bridge crane, odor control, installation of different pipe sizes and depth for gravity sanitary sewer and force-main, bypass pumping, manholes, roadway improvements, and related work as described in plans and specifications. The Work shall be performed at the Orlando Lift Station No. 45 located at 900 Fairvilla Road in Orlando, Florida. The principal features of the Work to be performed under this Contract include construction, including but not limited to, the following: Construction of a new submersible pump type lift station, associated equipment, process and site piping, site work, concrete, miscellaneous metals, HVAC, instrumentation, electrical components, controls, and appurtenances. Connection to the existing force main. Demolition of the existing above ground lift station, associated equipment, piping, electrical components, controls, and appurtenances. Furnish, install and maintain a bypass pumping system complete and operational for the duration of the project. Clean and dispose of the liquid and solids within the existing lift station wet wells. Ground densification of the subgrade below the new Electrical Building.

OWNER
City of Orlando
Procurement and Contracts Division
400 South Orange Avenue
Orlando, FL 32801
Greg Sharp
(407) 770-9375
Gregory.sharp@cityoforlando.net

ENGINEER
Wright-Pierce
601 S. Lake Destiny Drive
Suite 290
Maitland, FL 32751
(407) 906-1776

Project Type
Bid/Build

Original Contract Amount
$6.889.800.00

Final Contract Amount
$6,981,324.49

Notice To Proceed
March, 2020

Contract Substantial Completion
January, 2022

Actual Substantial Completion
January, 2022

SAWCROSS
Contractors & Engineers

CGC036203 EB8465

10970 New Berlin Road
Jacksonville, FL 32226

OFFICE: (904) 751-7500
FAX: (904) 751-0600

www.sawcross.com

PRECONSTRUCTION SERVICES DESIGN BUILD BID BUILD

Attachment: Exhibit F - Sawcross Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Radio Avenue Wastewater Booster Pump Station

Jacksonville, Florida



The project consists of furnishing and installation of all tools, equipment, materials, supplies, manufactured articles, transportation and services, including fuel, power, water, and essential communications, for the performance of all labor, work, and/or other operations as required at the Radio Avenue Wastewater Pump Station in strict accordance with the Contract Documents. The principal features of the work to be performed under this Contract include, but are not limited to, the following: In-line booster pump station with two jockey pumps and three high service pumps; Suction and discharge piping sized to accommodate switching from jockey to high service pumps in the future; One emergency diesel engine pump with space for one future emergency diesel engine pump; Package submersible drain pump station with one duty pump and one standby pump; Prefabricated building for electrical equipment; Site work including storm water infrastructure to tie in to the existing drainage pond; Enclosed back-up power generator; Loop around driveway access to site equipment; Yard piping, including emergency pump-out connections, low-flow bypass, station bypass, and extensions for future force main connections; Above ground effluent flow meter with bypass; Two manual sliding entrance gates.

OWNER
Jacksonville Electric Authority
21 W. Church Street
Jacksonville, FL 32202
Roberto Rivera-Lopez
rivera2@jea.com
939-639-3814

ENGINEER
Hazen & Sawyer
6675 Corporate Center Pkwy
Jacksonville, FL 32216
Jason Shepler, P.E.
904-278-0030

Project Type
Bid/Build

Contract Amount
$7,329,150.00

Notice To Proceed
September 2022

Contract Substantial Completion
June 2024

Actual Substantial Completion
June 2024

SAWCROSS, INC.
CONTRACTORS & ENGINEERS
CGC036203 EB8465

10970 New Berlin Road
Jacksonville, FL 32226

OFFICE: (904) 751-7500
FAX: (904) 751-0600

www.sawcross.com

PRECONSTRUCTION SERVICES DESIGN BUILD BID BUILD

Attachment: Exhibit F - Sawcross Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Innlet Beach Master Pump Station Improvements

Ponte Vedra, Florida



The construction of the Innlet Beach Master Pump Station Improvements project required the contractor to furnish all labor, materials, equipment, and incidentals to construct new facilities and equipment to serve as a master pump station located at the Innlet Beach Wastewater Treatment Plant (WWTP). The project was constructed on an active WWTP site and existing operations were maintained throughout construction. The scope of work includes, but is not limited, to structural modifications and improvements to existing reject basin, submersible pumps, mixer, relocation of static screen, precast electrical building, piping, and appurtenances, site work, paving, grading, electrical, instrumentation, testing and permitting all in accordance with the contract documents. This project was funded through a State Revolving Fund Loan and followed all Federal-Contract Requirements as provided in the FDEP.

OWNER
Board of County Commissioners,
St. Johns County
500 San Sebastian View
St. Augustine, FL 32084
Teri Pinson, P.E.
(904) 466-5511
tpinson@scfl.us

ENGINEER
Constantine Engineering
100 Center Creek Road, Suite 108
St. Augustine, FL 32084
David Rasmussen
(904) 567-7754
drassumen@tcgeng.com

Project Type
Bid/Build

Original Contract Amount
$1,101,000.00

Final Contract Amount
$1,166,607.00

Notice To Proceed
June, 2019

Contract Substantial Completion
October, 2019

Actual Substantial Completion
October, 2019

SAWCROSS, INC.
CONTRACTORS & ENGINEERS
CGC036203 EB8465

10970 New Berlin Road
Jacksonville, FL 32226

OFFICE: (904) 751-7500
FAX: (904) 751-0600

www.sawcross.com

PRECONSTRUCTION SERVICES **DESIGN BUILD** **BID BUILD**

Attachment: Exhibit F - Sawcross Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)



Mark Hickinbotham, PE

SAWCROSS INC. PRESIDENT

Project Assignment: Principal-In-Charge

Education
B.S., Mechanical Engineering, Florida Atlantic University

Professional Registration
GA General Contractor
GCCO003348
GA Utility Contractor
UC300564
GA Utility Manager
UM000847
FL Professional Engineer
PE36099
FL General Contractor
CGC036203
FL Mechanical Contractor
CMC056728
Fl Underground Utility Contractor
C056787
FL Plumbing Contractor
CFC1427748
FL Pollutant Storage Systems Contractor
PCC1256908

Experience
40 Years

Professional Affiliations
American Society of Mechanical Engineers (ASME)

National Utility Contractors Association (NUCA)

Publications
Patent #07-012-PTU-CL, *"Vacuum Flotation Separation Technology"*

Special Recognition

In 2002, The United States Navy nominated Sawcross for *Design/Build Project of the Year*. This was for the diligent execution of their Phase II Storm Drain Replacement project that Mr. Hickinbotham was the Project Manager.

Experience Summary

Mr. Hickinbotham started Sawcross, Inc. in 1992 as sole owner and President. He built his company by providing estimating, bidding, negotiation, contract administration and project management services, which he continues to provide to this day. He has over 40 years of experience in general, infrastructure and water-wastewater contracting, as well as consulting, mechanical-electrical equipment applications engineering. He continues to oversee all projects as Principle-In-Charge and head Project Manager. He has a proven track record of successful management and execution of all facets of treatment plants, pump station design and construction.

Selected Project Experience

- **Belt Filter Press, City of Jacksonville Beach**, $715,000
- **Lake Jackson WWTP, Talquin Electric**, $1,506,000
- **Southeast WPCP Dewatering, City of Douglas, GA**, $1,313,000
- **Repair WWTP and MCAS Beaufort, Dept. of the Navy,** $3,146,000
- **Mayport Clarifiers, Dept. of the Navy,** $435,000
- **Killearn Lakes WWTP, Talquin Electric,** $1,443,000
- **Repair Site 6 Pier Utilities, Dept. of the Navy,** $2,529,000
- **Arlington East Sludge Holding Tank, JEA,** $2,158,000
- **WWTP Improvements, City of Winter Garden**, $1,706,000
- **Water System Improvements, City of Monroe, GA,** $1,723,000
- **Arlington East WRF Expansion, JEA,** $4,487,000
- **Ridaught Landing Reclaimed Water Pump Station, CCUA, Middleburg, FL,** $1,454,000
- **Atlantic Beach Reclaim Water Facility, City of Atlantic Beach, FL,** $1,251,032
- **Buckman RMF Anaerobic Digesters 1 & 2 Cover Replacement, JEA,** $5,044,395
- **Gadsden East WWTP, Talquin Electric,** $1,658,000
- **Hendricks WTP Expansion, JEA,** $2,218,000
- **Design-Build Phase II Storm Drain, NAS Jacksonville,** $4,054,000
- **Summer Camp WTP & WWTP, St. Joe Company,** $3,278,000
- **Nocatee Reclaim Water Storage and Pump Station, JEA,** $2,394,000
- **Starke WWTP Upgrades, City of Starke,** $2,011,000
- **Normandy WTP Upgrades, City of Deltona,** $1,409,000
- **Arlington WTP Booster Pump Station & Fill Line, JEA,** $1,712,795
- **Palm Coast WTP No. 3, City of Pam Coast,** $660,119
- **Reclaimed Water Reservoir Outfall & Filtration, City of Port Orange**, $2,070,000
- **City of Leesburg Plantation WTP Expansion, City of Leesburg,** $3,313,689
- **Ponce De Leon WTP Pump Building and Reservoir Replacement, JEA,** $2,134,567
- **State Road 16 WWTP 1.0 MG Reuse Ground Storage Tank, St. Johns County, Florida,** $1,041,690
- **Fairfax WTP High Service Pump Rehabilitation, JEA,** $1,185,119
- **Greenland Water Treatment Plant Improvement Project, JEA,** $5,486,154
- **Southeast Water Treatment Plant High Service Pump Upgrades, JEA,** $3,078,108
- **McMillian Wastewater Class III/IV Pumping Station Rehabilitation, JEA,** $10,454,785
- **Eastern Wastewater Treatment Plant Expansion, City of Eustis, FL,** $7,501,069
- **Lenox Class III-IV Pump Station Replacement, JEA,** $4,160,504
- **US-1 South Re-Pump & Booster Pump Station, JEA,** $7,155,363
- **Cecil Commerce Water Treatment Plant, JEA,** $3,838,906
- **Iron Bridge Regional WRF Biosolids System Improvements, City of Orlando, FL,** $13,835,500

SAWCROSS Contractors & Engineers

Attachment: Exhibit F - Sawcross Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)



Kevin DiQuisto

SAWCROSS INC. PROJECT MANAGER

Project Assignment: Project Manager

Education
B.M. – Business Management – Berklee College, Boston, MA

Certification
2004 Competent Person Rules: Trenching Excavators
First Aid/CPR/AED
Principles of Safety Management
Construction Site Safety Orientation Incident Reporting & Investigation Managing Workers Compensation Employee Screening/Safety Orientation
Hazard Communication Awareness Fire Extinguisher Training Course Preparing For Emergencies
Confined Space Course
OSHA Record Keeping & Documentation OSHA 10 Construction Safety & Health
OSHA 30 Certification
Fall Protection Awareness
Loss Control 1 & 2 Fundamentals
Understanding Behavior & Stress Strategies
Drug & Alcohol Awareness
Back Injury Awareness
Violence in the Workplace
Electrical Safety & Lock Out Safety
DOT Essentials Course

Professional Registration
State of FL CGC1524316
State of FL CUC1225129
Assoc. DBIA

Experience
20 Years

Experience Summary

Mr. DiQuisto has worked in the construction industry for 20 years within the state of Florida, with 10 years exclusively for Sawcross as a project manager and estimator. He has direct experience in water treatment plants, wastewater treatment plants, and emergency high service pump station construction. His experience includes overseeing projects from start to finish while working closely with the engineering team and owners to build a successful portfolio. Overseeing all aspects of the project, which entails financial management, producing and sustaining construction scheduling, project coordination of superintendents and daily construction activities, engineering teams and clients, permitting and licensing, generating change orders, purchase orders and monthly pay applications to owners, negotiation, bidding and estimating. Additionally, he has familiarity with modern construction technology programs (Primavera, Sitework Digitizing), proficient with Microsoft Office products, and has knowledge with the use of and other project management software.

Selected Project Experience

- ***Ridaught Landing Reclaimed Water Pump Station, Middleburg, Florida – December 2013*** - *Contract Amount: $1,454,000.00*
- ***Atlantic Beach CDBG WRF, Atlantic Beach, Florida – March 2015*** - Contract Amount: *$1,251,032.26*
- ***Fairfax Water Treatment Plant – JEA – Jacksonville, Florida – July 2015*** *Contract Amount: $1,477,000.00*
- ***Ponce De Leon WTP Pump Building and Reservoir Replacement – JEA – Ponte Vedra Beach, Florida – January 2017*** - *Contract Amount: $2,134,568.00*
- ***Norwood Water Treatment Plant Reservoir Rehabilitation – JEA – Jacksonville, Florida – March 2017*** - *Contract Amount: $1,897,294.00*
- ***McMillan Wastewater Class III/IV Pumping Station Rehabilitation – JEA – Jacksonville, Florida – May 2019*** - *Contract Amount: $9,323,560.00*
- ***Eustis Eastern WWTP Expansion – City of Eustis, Florida – August 2018*** - *Contract Amount: $7,501,107.00*
- ***Woodmere Water Treatment Plant Well No. 3 – JEA – Jacksonville, Florida – August 2019*** - *Contract Amount: $3,336,828.00*
- ***DEP SRF Harbor Road Wastewater Treatment Facility Expansion, Phase 1 – Green Cove Springs, Florida – May 2020*** - *Contract Amount: $3,407,385.00*
- ***Northwest WTP Ph. 1 (6 to 9 MGD) Expansion, St. Augustine, Florida - May 2021*** – Contract Amount: *$6,834,000.00*
- ***Wilson Blvd. – Class III/IV Pump Station Upgrades, Jacksonville, Florida - JEA – Current*** – Contract Amount: *$5,530,643.00*
- ***Bonita Springs RO WTP Phase III and Wellfield Expansion, Bonita Springs, Florida – Current*** - Contract Amount: *$6,208,343.00*
- ***McDuff WTP Refurbishment Project & Norwood WTP Refurbishment Project, Jacksonville, Florida – JEA - Current*** - Contract Amount: *$10,790,114.00*

SAWCROSS Contractors & Engineers

Attachment: Exhibit F - Sawcross Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)



Drew Hickinbotham

SAWCROSS INC. PROJECT MANAGER

Project Assignment: Director of Preconstruction/CMAR Coordinator

Education
B.S., Building Construction
Minor, Business
Auburn University

Experience
11 Years

Certifications
OSHA 30 Hour
OSHA 10 Hour

Professional Affiliations
American Water Works Association, Florida Section (AWWA)

Design Build Institute of America (DBIA)

Florida Water Environmental Association (FWEA)

Experience Summary

Mr. Hickinbotham has worked in the construction industry for 10 years within the states of Georgia, South Carolina, and Florida, with 6 years exclusively for Sawcross as a project manager and estimator. He has direct experience in water treatment plants, wastewater treatment plants, and emergency high service pump station construction. His experience includes financial management, producing and sustaining construction scheduling, project coordination of superintendents and daily construction activities, engineering teams and clients, permitting and licensing, generating change orders, purchase orders and monthly pay applications to owners, negotiation, bidding and estimating. Additionally, he has familiarity with modern construction technology programs (BIM, Revit, AutoCAD, Primavera), proficient with Microsoft Office products, and has knowledge with the use of PROCORE, Submittal Exchange, IMPACT, E-Builder and other project management software.

Selected Project Experience

- ***Sanford North WRF Tertiary Filtration Systems Improvements, Sanford, Florida – Current –*** Contract Amount: $4,676,000.00
- ***CCUA – Ridgecrest WTP Upgrades, Orange Park, Florida – October 2023 –*** Contract Amount: $1,092,885.00
- ***Southwest – Timuquana Pump Station Upgrade Project, Jacksonville, Florida – October 2023 -*** Contract Amount: $3,758,000.00
- ***Sanford Main WTP Improvements, Sanford, Florida – October 2023 –*** *Contract Amount: $7,563,635*
- ***Marion Oaks Water Treatment Plant #4 Upgrades, Ocala, Florida – November 2019 –*** Contract Amount: *$1,423,000.00*
- ***St. Johns County Innlet Beach Master Pump Station Improvements Project, Ponte Vedra Beach, Florida – September 2019*** – Contract Amount: *$1,101,000.00*
- ***Main Street Water Treatment Plant – Well No. 15 Wellhead Assembly and Raw Water Main, Jacksonville, Florida – May 2019*** - Contract Amount: *$704,000.00*
- ***Anastasia Island WWTP Filter Replacement Project, St. Augustine, Florida – June 2018 –*** Contract Amount: *$901,000.00*
- ***Georgia Department of Public Safety New Service Building and Headquarters Upgrade, Atlanta, Georgia – August 2018*** – Contract Amount: *$6,737,622.00*
- ***Georgia Emergency Management Agency/Homeland Security Headquarters Expansion and Renovation, Atlanta, Georgia – October 2018*** – Contract Amount: *$8,783,820.00*
- ***Savannah-Chatham County Public Schools, May Howard Elementary School, Savannah, Georgia – October 2017*** - Contract Amount: *$22,244,229.00*
- ***Georgia College & State University (GC&SU) Renovation of Mayfair & McIntosh, Milledgeville, Georgia – July 2017*** - Contract Amount: *$3,099,038.00*
- ***Georgia State University (GSU) Center for Instructional Innovation, Atlanta, Georgia – July 2016*** - Contract Amount: *$950,000.00*
- ***Fulton County East Roswell Library, Roswell, Georgia – December 2014*** – Contract Amount: *$6,219,959.00*
- ***University of Georgia District Energy Plant (DEP-1) Chiller Addition, Athens, Georgia – December 2015*** - Contract Amount: *$4,640,716.00*
- ***Duval County Public Schools Douglas Anderson School of the Arts No. 107, Jacksonville, Florida – August 2015*** - Contract Amount: *$13,500,000.00*
- ***University of North Florida Osprey Clubhouse and Pool Facility, Jacksonville, Florida – August 2014*** Contract Amount: *$5,954,170.00*

SAWCROSS Contractors & Engineers

Attachment: Exhibit F - Sawcross Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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
Electrical	Economy Electric Co.	1) City of Daytona Beach, Jason Camara, 386-671-5701 2) City of Palm Coast, Eric Gebo, 386-986-2552 3) City of New Smyrna, Bobby Bryant, 386-690-4906
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)

END OF SECTION

Attachment: Exhibit F - Sawcross Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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	US-1 South Re-Pump & Booster Pump Station	Jacksonville Electric Authority	Construction of new 3,044 sqft split-face block building w/ booster pump room & building with electrical room, restroom and storage room.	Brian Phillips 904-665-7625 philbr@jea.com	August 2018 - September 2019
2	Lift Station #45 Replacement	City of Orlando	New pump station with new buildings, wet well, generator and control equipment, pumps, bridge crane, odor control & other improvements	Greg Sharp 407-770-9375 gregory.sharp@cityoforlando.net	March 2020 - January 2022
3	Innlet Beach Master Pump Station Improvements	St. Johns County	Work included structural modifications & improvements to existing reject basin, submersible pumps, mixer, relocation of static screen, precast electrical building, piping & appurtenances.	Teri Pinson 904-466-5511 tpinson@scfl.us	June 2019 - October 2019

END OF SECTION

Attachment: Exhibit F - Sawcross Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Docusign Envelope ID: 63D30F7C-F93F-4236-A4A8-C693E99B7E79

SECTION 00 41 00
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Sawcross, Inc. as Principal and Swiss Re Corporate Solutions America Insurance Corporation of the City of Kansas City State of Missouri, a corporation existing under the laws of the State of Florida, as Surety, are held and firmly bound unto the City of Holly Hill hereinafter called the Owner, in the sum of *** FIVE PERCENT OF AMOUNT BID *** Dollars ($ 5% of Bid) 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 #20 BYPASS PUMP

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 F - Sawcross Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Docusign Envelope ID: 63D30F7C-F93F-4236-A4A8-C693E99B7E79

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 10th day of June, 2025 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.

N/A (Seal)

IN PRESENCE OF:

N/A (Seal)

(Seal)

(Seal)
Individual or Partner

Witness

10970 New Berlin Road

Jacksonville, FL 32226
Address

Sawcross, Inc.
Corporate Principal

ATTEST:

Mikayla Parker, Witness

Mark Hickinbotham, President AFFIX CORPORATE SEAL

1200 Main Street, Suite 800

Kansas City, MO 64105
Address

By
AFFIX
CORPORATE SEAL

Swiss Re Corporate Solutions America Insurance Corporation
Corporate Surety

ATTEST:

Christine Morton, Witness

Allyson Foss Wing
Attorney-in-Fact & FL Licensed Resident Agent
Title

END OF SECTION

Inquiries: (407) 834-0022

Attachment: Exhibit F - Sawcross Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

BRYCE R. GUIGNARD, APRIL L. LIVELY, JENNIFER L. HINDLEY, MARGIE L. MORRIS, DEBORAH ANN DEFOE,
M. GARY FRANCIS, CHRISTINE MORTON, KELLY PHELAN, ALLYSON FOSS WING, DAVID TURCIOS,
WESLEY MATT ADCOCK and AMANDA JO HERSTINE JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION ($200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION CORPORATE SEAL 1973 MISSOURI

SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION CORPORATE SEAL MISSOURI

By _____
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By _____
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC

WESTPORT INSURANCE CORPORATION CORPORATE SEAL MISSOURI

IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 28TH day of JUNE, 20 24

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

State of Illinois
County of Cook ss

On this 28TH day of JUNE, 20 24, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SPCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

Karen M. Szweda, Notary

OFFICIAL SEAL
KAREN M SZWEDA
Notary Public, State of Illinois
Commission No. 978628
My Commission Expires September 26, 2027

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 10th day of June, 20 25.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION CORPORATE SEAL MISSOURI

Attachment: Exhibit F - Sawcross Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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. 25-WW-10-1for City of Holly Hill, Lift Station #20 Bypass Pump.

This sworn statement is submitted by Sawcross, Inc. whose business address is 10970 New Berlin Rd, Jacksonville, FL 32226 and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3136689. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

My name is Mark Hickinbotham 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 F - Sawcross Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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 F - Sawcross Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

(Signature) _____ Date: 6/10/2025

State of Florida County of Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Mark Hickinbotham who, after first being sworn by me, affixed his/her signature in the space provided above on this 10th day of June, 2025.

MIKAYLA PARKER
Commission # HH 264047
Expires May 12, 2026

Notary Public

My Commission Expires: 5/12/2026

Attachment: Exhibit F - Sawcross Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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: Sawcross, Inc.

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

TITLE: Mark Hickinbotham, President

ADDRESS: 10970 New Berlin Road

CITY AND STATE: Jacksonville, FL 32226

TELEPHONE: 904-751-7500

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) n/a

END OF SECTION

Attachment: Exhibit F - Sawcross Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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

Mark Hickinbotham, President

END OF SECTION

Attachment: Exhibit F - Sawcross Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

SECTION 00 48 60

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Project Number: ITB # 25-WW-10-1

Jp on 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: Sawcross, Inc.

Authorized representative (printed): Mark Hickinbotham, President

Authorized representative (signature): _____

Date: 6/10/2025

END OF SECTION

Attachment: Exhibit F - Sawcross Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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

Request for Taxpayer Identification Number and Certification

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

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

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

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

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

Sawcross, Inc.

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

Same As Above

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

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

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

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

☐ Other (see instructions)

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

Exempt payee code (if any)

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

(Applies to accounts maintained outside the United States.)

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

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

10970 New Berlin Road

6 City, state, and ZIP code

Jacksonville, Florida 32226

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

5	9	–	3	1	3	6	6	8	9

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** Mark Hickinbotham **Date** 6/10/2025

General Instructions

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

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

What's New

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

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

Purpose of Form

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

Attachment: Exhibit F - Sawcross Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Section 00 48 80

Affidavit of E-Verify Requirements Compliance

ITB 25-WW- Lift Station 20 Bypass Pump

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.

Sawcross, Inc. - 10970 New Berlin Rd, Jacksonville, FL 32226

Consultant/Contractor Name and Address

Signature

Mark Hickinbotham, President

Name and Title

Attachment: Exhibit F - Sawcross Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

An official website of the United States government
Here's how you know

E-Verify

Menu

My Company Account

My Company Profile

Company Information

Company Name

Sawcross, Inc.

Doing Business As (DBA) Name

Company ID

906931

Enrollment Date

Sep 03, 2015

Employer Identification Number (EIN)

593136689

Unique Entity Identifier (UEI)

DUNS Number

791309834

Total Number of Employees

100 to 499

NAICS Code

Attachment: Exhibit F - Sawcross Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

238

Sector

Construction

Subsector

Specialty Trade Contractors

Edit Company Information

Employer Category

Employer Category

None of these categories apply

Edit Employer Category

Company Addresses

Physical Address

10970 New Berlin Road
Jacksonville, FL 322262270

Mailing Address

Same as Physical Address

Edit Company Addresses

Attachment: Exhibit F - Sawcross Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Hiring Sites

We have implemented a new policy and require more information for existing and future hiring sites.

Number of Sites

1

Edit Hiring Sites

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

View Current MOU

Attachment: Exhibit F - Sawcross Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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
SLOPED SIDES	500.00

FIVE HUNDRED DOLLARS & NO/100

(Cost in Words)

TOTAL $ 500.00

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

COMPANY NAME: Sawcross, Inc.

DATE: 6/10/2025 BY: Mark Hickinbotham, President

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

Attachment: Exhibit F - Sawcross Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

SECTION 00 62 00
CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Frances Hickinbotham, certify that I am the Secretary of the corporation named as Principal in the within Bid Bond; that Mark Hickinbotham 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.

Frances Hickinbotham, Secretary

AFFIX CORPORATE SEAL

SAWCROSS, INC. CORPORATE SEAL 1992 FLORIDA

END OF SECTION

Attachment: Exhibit F - Sawcross Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

2025 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# V55559

Entity Name: SAWCROSS, INC.

Current Principal Place of Business:

10970 NEW BERLIN ROAD
JACKSONVILLE, FL 32226-2270

Current Mailing Address:

10970 NEW BERLIN ROAD
JACKSONVILLE, FL 32226-2270 US

FEI Number: 59-3136689

FILED
Jan 29, 2025
Secretary of State
5847899704CC

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

HICKINBOTHAM, MARK E
8127 WEKIVA LANE
JACKSONVILLE, FL 32256 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	D
Name	HICKINBOTHAM, MARK E
Address	8127 WEKIVA LANE
City-State-Zip:	JACKSONVILLE FL 32256

Title	VP
Name	HICKINBOTHAM, FRANCES T
Address	8127 WEKIVA LANE
City-State-Zip:	JACKSONVILLE FL 32256

Title	S
Name	HICKINBOTHAM, FRANCES T
Address	8127 WEKIVA LANE
City-State-Zip:	JACKSONVILLE FL 32256

Title	P
Name	HICKINBOTHAM, MARK E
Address	8127 WEKIVA LANE
City-State-Zip:	JACKSONVILLE FL 32256

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MARK HICKINBOTHAM PRESIDENT 01/29/2025

Electronic Signature of Signing Officer/Director Detail — Date

Attachment: Exhibit F - Sawcross Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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 Employer's Liability**	Statutory	
		$ 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.

Mark Hickinbotham, President

Bidder - Authorized Signature

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

Attachment: Exhibit F - Sawcross Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Client#: 1025198 SAWCRINC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/03/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Lisa Obina
USI Insurance Svcs LLC, CL 4600 Touchton Rd Building 100, Suite 275 Jacksonville, FL 32246	PHONE (A/C, No, Ext): - FAX (A/C, No): E-MAIL ADDRESS: lisa.obina@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Fire Insurance Co. of Hartford	20478
INSURER B : Continental Insurance Company	35289
INSURER C : Bridgefield Casualty Insurance Company	10335
INSURER D : AXIS Surplus Insurance Company	26620
INSURER E : Continental Casualty Company	20443
INSURER F :	

INSURED
Sawcross, Inc.
10970 New Berlin Road
Jacksonville, FL 32246

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X PD Ded:5,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			7036358631	01/01/2025	01/01/2026	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 $15,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			7036358628	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10000			7036358614	01/01/2025	01/01/2026	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		19662413	01/01/2025	01/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$500,000 $500,000 $500,000
D	Poll/Prof Liab			CM004461042025	01/01/2025	01/01/2026	$1,000,000	
E	Leased/Rent Equip			7036484214	01/01/2025	01/01/2026	$500,000	
E	Installation Cov			7036484214	01/01/2025	01/01/2026	$2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Sawcross, Inc.
10970 New Berlin Road
Jacksonville, FL 32226

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 F - Sawcross Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

SECTION 00 11 00 CITY OF HOLLY HILL
LOCAL BIDDER PREFERENCE

AFFIDAVIT OF ELIGIBILITY LOCAL BUSINESS

All areas of this form are required to be completed. Incomplete forms may be rejected.

LEGAL NAME OF BUSINESS: **LOCAL PREFERENCE DOES NOT APPLY TO SAWCROSS, INC**

Physical Address: _____

_____

Mailing Address (if different) _____

_____

Year your business was established in the City of Holly Hill: _____

Business Tax Receipt Number Issued by the City of Holly Hill

BTR Number: _____ Date Issued: _____

Please provide a brief description of the nature of your business and how it relates to the community.

_____

LOCAL PREFERENCE DOES NOT APPLY TO SAWCROSS, INC.

_____

_____

_____

_____

The undersigned states that the foregoing statements are true and correct. The City of Holly Hill reserves the right to verify all information submitted as part of this affidavit. The undersigned acknowledges that the application of Local Bidder Preference is subject to Section 30-78, Code of Ordinances.

By: _____ Sworn to and subscribed before me this _____

day of _____ 20 ____

_____
Signature

_____
Signature of Notary (& Stamp)

Name, Typed or Printed _____

Notary Public, State of _____

Title, Typed or Printed _____

Mailing Address _____

Attachment: Exhibit F - Sawcross Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

City, State, Zip Code _____ Telephone Number _____

Personally Known

Or

Produced Identification (type of identification) _____

Attachment: Exhibit F - Sawcross Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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

HICKINBOTHAM, MARK EDWARD

SAWCROSS INC
10970 NEW BERLIN ROAD
JACKSONVILLE FL 32226-2270

LICENSE NUMBER: CGC036203

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/12/2024

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.

Volusia County
FLORIDA

County of Volusia
Community Assistance
121 W. Rich Avenue
DeLand, FL 32720

EQUAL HOUSING OPPORTUNITY

Section 3 Business Concern Certification

This document must be completed and returned from the primary bidder with their bid submission. Bids submitted for certain federally assisted projects that do not include this completed document may be considered non-responsive and not be eligible for award.
This document may be required from all sub-contractors prior to project award as well.

Project Name: Lift Station #20 Bypass Pump
Agency Name: Sawcross, inc.
Contact person: Mark Hickinbotham Title: President
Address of business: 10970 New Berlin Rd, Jacksonville, FL 32226
Telephone number: 904-751-7500 Fax number: 904-751-0600
E-mail address: markh@sawcross.com
Federal Employer Identification Number/SSN: 59-3136689

1. Type of business:
(Check one) ☒ Corporation ☐ Sole Proprietorship ☐ Partnership ☐ Joint Venture

2. Type of Contractor for project: *(Check one)* ☒ Prime Contractor ☐ Sub-Contractor

3. Check where applicable and provide required documentation*:

☒ The business is **NOT** claiming a Section 3 Business Concern status.

☐ The business **IS** claiming a Section 3 Business Concern status based on the following:

☐ 51% or more of the business is owned and controlled by low- or very low-income persons

2024 AMI → Maximum annual gross income for very low-income individual: $29,000
Maximum annual gross income for low-income individual: $46,400

☐ Over 75% of the labor hours performed for the business over the prior three-month period were performed by Section 3 workers

☐ 51% or more of the business is owned and controlled by current public housing residents or residents currently living in Section-8 assisted housing

**To be considered; documentation from within the last six-month period for the criteria selected must be provided.*

I certify to the best of my knowledge that the information contained here within is true and correct.

Print name: Mark Hickinbotham
Signature: [signature] Date: 6/10/2025
Title: President

NOTE: Volusia County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the reports in their files for a minimum of five years after completion of the project.

Attachment: Exhibit F - Sawcross Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Docusign Envelope ID: 63D30F7C-F93F-4236-A4A8-C693E99B7E79

ORIGINAL

SECTION 00 11 00
CITY OF HOLLY HILL
LOCAL BIDDER PREFERENCE

To account for the financial advantages accruing to the City by the award of a contract to a local business the City has adopted through Purchasing Policy R 2018-30 a local bidder preference.

A bid/proposal from a local business shall receive a bid preference of no greater than 5% (Not to exceed $5,000) of the price submitted by the non-local vender shall be granted with City Commission approval The City, when seeking bids or proposals for commodities or equipment, will notify bidders or proposers that bids or proposals will be evaluated on the basis of this local bidder preference.

A "local vendor" means a vendor or contractor which as of the date of the bid opening, has a valid Business Tax Receipt (BTR) issued by the City of Holly Hill to do business in the City of Holly Hill which authorizes the vendor to provide the goods, services, or construction to be purchased and has a and a physical address located within the limits of Holly Hill from which the vendor operates or performs business. A Post Office Box cannot be used to establish physical address.

A local vender preference of no greater than 5% (Not to exceed $5,000) of the price submitted by the non-local vender shall be granted with City Commission approval.

Attachment: Exhibit G - Ferreira Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

SECTION 00 11 00 CITY OF HOLLY HILL
LOCAL BIDDER PREFERENCE

AFFIDAVIT OF ELIGIBILITY LOCAL BUSINESS

All areas of this form are required to be completed. Incomplete forms may be rejected.

LEGAL NAME OF BUSINESS: Ferreira Construction Co., Inc.

Physical Address: 591 Pickettville Rd.
Jacksonville, FL 32220

Mailing Address (if different) 31 Tannery Rd, Branchburg,
NJ 08876

Year your business was established in the City of Holly Hill: 2025

Business Tax Receipt Number Issued by the City of Holly Hill

BTR Number: NA Date Issued: _____

Please provide a brief description of the nature of your business and how it relates to the community.

Heavy Construction

The undersigned states that the foregoing statements are true and correct. The City of Holly Hill reserves the right to verify all information submitted as part of this affidavit. The undersigned acknowledges that the application of Local Bidder Preference is subject to Section 30-78, Code of Ordinances.

By: Nicholas Payne

Sworn to and subscribed before me this 10th day of June 20 25

Signature

Brittany L. Waters
Signature of Notary (& Stamp)

Name, Typed or Printed: Brittany Waters
Notary Public, State of: Florida
Title, Typed or Printed: Assistant Project Manager
Mailing Address: 591 Pickettville Rd,

BRITTANY LYNN WATERS
Notary Public - State of Florida
Commission # HH 501063
My Comm. Expires Mar 7, 2028
Bonded through National Notary Assn.

Attachment: Exhibit G - Ferreira Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

City, State, Zip Code Jacksonville, FL 32220 Telephone Number 904-222-6810

Personally Known Or

Produced Identification (type of identification) State Driver License

Attachment: Exhibit G - Ferreira Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

SECTION 00 30 00
PROPOSAL

FOR

CITY OF HOLLY HILL

LIFT STATION #20 BYPASS PUMP
ITB NO. 25-WW-10-1

(To be completed in Duplicate)

Bidder's Name: Ferreira Construction Co., Inc.

Submitted: June 10th, 2025

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

Gentlemen:

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

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

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

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

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

Attachment: Exhibit G - Ferreira Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Docusign Envelope ID: 63D30F7C-F93F-4236-A4A8-C693E99B7E79

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 #20 BYPASS PUMP

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:**

Three Hundred Twelve Thousand and No/100 Dollars

(In Words)

Dollars $ 312,000.00 (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 contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his/her Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his/her Surety, then such excess shall be paid to the Owner by the Contractor or his/her Surety.

SUPPLEMENTAL REQUIREMENTS

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

Schedule of Unit Prices: Section 00 31 00
Statement of Bidder's Qualifications: 00 32 00

Attachment: Exhibit G - Ferreira Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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
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
W9 Request for Taxpayer Identification Number and Certification

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. Bidders are advised that the offering of any alternatives to the sole source supplied equipment will be grounds for rejection of their bid as not responsive. The second category of equipment includes those items where the Owner and Engineer deem there to be more than one acceptable supplier of the particular item listed. The equipment which falls under these two categories is 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

Attachment: Exhibit G - Ferreira Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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 G - Ferreira Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

SCHEDULE OF MAJOR MANUFACTURERS
AND SUPPLIERS

Category I - Sole Source Equipment Items:

Item No.	Spec. No.	Equipment/Material	Manufacturer or Supplier
1.	33 01 30.10	Bypass Pump	Thompson Pump

Category II - Major Equipment Items:

Attachment: Exhibit G - Ferreira Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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.			

06/10/25

Name (signature) Date

Nicholas Payne

Name (typed and printed)

Division Manager

Title

ACKNOWLEDGMENT OF ADDENDA

Attachment: Exhibit G - Ferreira Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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: 6/5/25
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
5% of the total Dollars (5% of the total),
made payable to Suwannee Board of County Commissioners (Owner).

Ferreira Construction Co., Inc.
(Name of Bidder) (Affix Seal)

(Signature of Officer)

Division Manager
(Title of Officer)

Ferreira Construction Co., Inc.
Name of Bidder

591 Pickettville Rd
Address

Jacksonville, FL 32220
City/State/Zip

904-222-6810
Telephone

CGC1509418
Contractor's Florida License Number

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

Nelson Ferreira - CEO

Dictinio Garcia - SVP
Nicholas Payne - Division Manager

END OF SECTION

Attachment: Exhibit G - Ferreira Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Docusign Envelope ID: 63D30F7C-F93F-4236-A4A8-C693E99B7E79

SECTION 00 31 00
SCHEDULE OF UNIT PRICES
CITY OF HOLLY HILL

LIFT STATION #20 BYPASS PUMP
ITB NO. 25-WW-10-1

ITEM NO.	*DESCRIPTION*	*QTY*	*UNIT*	*UNIT COST*	*TOTAL*
1	Mobilization/Demobilization	1	LS	$20,000.00	$20,000.00
2	Preconstruction Video	1	LS	$3,000.00	$3,000.00
3	Field Locate and Expose Existing Utilities	1	LS	$37,000.00	$37,000.00
4	Sitework	1	LS	$10,300.00	$10,300.00
5	Complete Skid Mount Emergency Bypass Pump	1	LS	$89,000.00	$89,000.00
6	Mechanical (Pipe, Valves, and Fittings)	1	LS	$81,000.00	$81,000.00
7	Tie-Ins				
	a) Tie-In Bypass Pump Discharge to Existing Force Main	1	LS	$8,000.00	$8,000.00
8	Electrical	1	LS	$18,400.00	$18,400.00
9	Allowances	1	LS	$5,000.00	$5,000.00
10	MOT	1	LS	$8,500.00	$8,500.00
11	Restoration	1	LS	$26,000.00	$26,000.00
12	As-Built Plans	1	LS	$5,800.00	$5,800.00
				BASE BID TOTAL	$312,000.00

Submitted by: Nicholas Payne
Contractor: Ferreira Construction Co., Inc.
Address: 591 Pickettville Rd, Jacksonville, FL 32220
Telephone: 904-222-6810 Fax: _____
State of Florida Certified General Contractor or Underground Contractor (Required Information)
Licensee: CGC1509418 License No: _____

Attachment: Exhibit G - Ferreira Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Docusign Envelope ID: 63D30F7C-F93F-4236-A4A8-C693E99B7E79

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 Ferreira Construction Co., Inc.

B. Permanent main office address. 31 Tannery Rd., Branchburg, NJ 08876

C. When organized. 1988

D. If a corporation, where incorporated 1988

E. How many years have you been engaged in the contracting business under your present firm or trade name? 36

F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) Please see attached

G. General character of work performed by your company. Heavy Construction

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. N/A

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. Please see attached

K. List your major equipment Please see attached.

L. Experience in construction work similar in type to this project. Please see attached

M. Background and experience of the principal members of your organization, including the officers. Please see attached

N. Credit available: $ Please see attached

O. Give bank reference: Please see attached

P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes

Attachment: Exhibit G - Ferreira Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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 Ferreira Construction this 10th day of June, 2025.

Ferreira Construction Co., Inc.
Name of Bidder

By: _____ - Division Manager
Title

State of Florida

County of Duval

Nicholas Payne being duly sworn deposes and says that he is the Division Manager of Ferreira Construction and that the answers to the Vice President of Ferreira Construction foregoing questions
Name of Organization

and all statements therein contained are true and correct.

Subscribed and sworn to before me this 10th day of June, 2025.

Brittany L. Waters
Notary Public

Brittany Waters
Notary Public (Print or Type)

BRITTANY LYNN WATERS
Notary Public - State of Florida
Commission # HH 501063
My Comm. Expires Mar 7, 2028
Bonded through National Notary Assn.

My commission expires: 3/7/28

Attachment: Exhibit G - Ferreira Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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 G - Ferreira Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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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	Please see attached references sheet				
2					
3					

END OF SECTION

Attachment: Exhibit G - Ferreira Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

FCC Job #	Project Manager	Owner Name	Client	Owner Rep & E-Mail	Description of Work	Location	Value	Start Date	End Date	Bond
2089	Joy Lee	PSEG	PSEG	Jason Kalwa Phone: 732-776-1298 Email: jason.kalwa@pseg.com	Replacing 138,000-volt (138kV) circuits with 230,000-volt (230kV) circuits between the PSE&G Metuchen Switching Station in Edison, NJ, and the PSE&G Burlington Switching Station in Burlington, NJ. The project is seperated into three segments and requires overhead transmission modifications within existing PSE&G right of way. The existing 138kV lattice towers supporting the overhead lines will be replaced with monopoles. Demolition of existing access roads. Installation of access roads, crane pads, and pull sites. Excavate and backfill as required for installation of access roads, crane pads, pull sites and foundations. Tower disposal and foundation demolition.Foundation installation.Grounding tower installation.Site work	Various Locations, NJ	$ 146,000,000.00	Jun-18	Dec-21	Y
188		CPV Shore, LLC	Competitive Power Ventures		21 transmission towers with deep foundations 10,000 LF of 20" HDPE forced grey water line 2,500 LF of 12" HDPE forced sanitary line 4,000 LF of 20" HDPE grey water line through an existing Middlesex County Utility Authority tunnel 2.2 miles of 230kV transmission lines 3,400 LF of concrete encased duct bank 11,130 LF of directional drilling using Fusible PVC® conduit and pipe Two 32" diameter x 1,665 LF tunnels 2 32" diameter x 2,405 LF tunnels under the Raritan River Two 32" diameter x 1,490 LF Tunnels under wetlands 1.7 miles of underground 230kV direct burial cable Construction of a new 230kV switch-yard at the generation facility Construction of a 442 LF twin culvert under the proposed duct bank.		$ 68,000,000.00	Jan-11	Dec-14	Y
4167		Cornell University	Tishman Construction		Installation of 901 LF 12" DIP water main with gate valves and tie-in 1,300 LF electric duct bank- a cross-section of duct bank is (6) 5" concrete conduits, and (7) precast electric manhole vaults.	Roosevelt Island, NY	$ 40,000,000.00	Feb-15	Oct-17	Y
5150	Bree Scott	Stadco	TurnerAECOM HUNT JV	Michael Agodoa, magodoa@aecom.com, 404-640-8869	Seven- 3' to 21'- - 22,576 LF and 110 sewer manholes; Storm Drain -4" to 66"- 37,530 LF, Filters Units & Bioretention basins, Domestic Water 3" to 16" PVC - 22,094 LF, Recycled Water 6" to 8" PVC - 13,405 LF. Ferreira was also responsible for the installation of electric duct banks, vaults, manholes, and temporary power for the site. Ferreira was contracted to install a 321,000-gallon water storage tank comprised of 1,570 LF of 72" steel reinforced polyethylene pipe that discharges into multiple irrigation systems.	Los Angeles, CA	$ 38,300,000.00	Dec-19	Jan-21	Y
4190	Hector Blanco	Florida Power and Light	Florida Power and Light	Osvaldo "Ozwal" Larrazabal, PE Phone Number: (305) 704 5878 Email: osvaldo@ozbilled.com	Installation of 375 drainage structures, 13,208 LF of solid drainage pipe, 17,200 of exfiltration trenches (french drain system), 18,137 LF of water and sewer installation, Installation of concrete sidewalks, curb and gutter, lighting, handrails, signalization, and over 9,000 tons of asphaltic friction course	Miami Gardens, FL	$ 31,500,000.00	Oct-18	Jan-21	Y
5291	Evan Scott	San Diego State University	Clark Construction	Albert Valdivia, 619-985-1858, albert.valdivia@Clarkconstruction.com	Install Sewer PVC SDR26 pipeline 100 LF of 8", 620 LF of 6", 4,800 LF of 12", 1,700 LF of 15", 330 LF of 18", 30 EA Sewer Manholes. Storm Drain installed 2,000 LF of 18" HDPE Pipe, 4,660 LF of 24" HDPE Pipe, 1,960 LF of 30" HDPE Pipe, 2,000 LF of 36" RCP Pipe, 3,560 LF of 42" RCP Pipe, 1,900 LF of 48" HDPE Pipe 48 EA Storm Drain CleanOut, 31 EA Curb Inlet, 4 EA Curb Outlet, 7 EA Catch Basin, 95,000 SF & 60,000 SF of Biofiltration Basin Perforated Pipe. Water Line installed C900 DR14 Pipeline. 1,800 LF of 8", 7,000 LF of 12", 2,860 LF of 16", 1,000 of 18". 5-8" Gate Valve, 40-12" Gate Valve, 26-1" Air Vacuum, 24 EA Fire Hydrant, 2 EA 48" Gate Valve	San Diego, CA	$ 23,951,783.00	Jun-19	Current	Y
4149	Julio Coreno	Florida Power and Light	Florida Power and Light	Juan Seyol Phone: (305) 205-1769 Email: Juan.Seyol@FPL.com	The installation of 9 deep injection wells connected by more than 48,000 lineal feet of HDPE pipe. Ferreira was responsible for the design and construction of a pipe bridge with a walkway and access ladders that supports a 30-inch ductile iron pipe. Ferreira Southern installed 18-inch gate valve and corresponding feeder pipe and a concrete cap and disconnect rack for the disconnection of old conduit and wiring. Work included environmental controls, earthwork, restoration of site. All work was built in a crocodile sanctuary and a highly sensitive environment. Major work items include: Installation of nine (9) Biscayne Aquifer recovery wells- Installation of 38,500 LF of 30" HDPE piper Installation of 11,100 LF of 14" HDPE piper Installation of water storage tank- Installation of ten (10) 1042 GPM turbine pumps	Florida City, FL	$ 17,400,000.00	Jan-19	Apr-21	Y
5229	Scott Johnson	Carlsbad Municipal Water District	Carlsbad Municipal Water District	Valerie Airey, 760-450-4101, valerie.airey@carlsbadca.gov	Install 31,894 LF of 6" & 8" PVC Recyled Water Pipeline	El Cerrito Real & Tamarack, City	$ 12,193,312.00	Nov-18	May-21	Y
5327	James Black	Lockheed Martin Aeronautics	Burns & McDonnell Engineering Company, Inc DBA Burns & McDonnell			Palmdale, CA	$ 9,018,171.86	Apr-20	Current	Y
258	Scott Johnson	United States of America	San Ysidro Port of Land Entry	Saul Ugarte, 619-313-7589 saugarte@burnsmcd.com Albert Valdivia, 619-985-1858, albert.valdivia@Clarkconstruction.com	Install 1438 LF of 12" C900 Pipe, 1-12" Gate Valve, 3 EA Chilled Water Vaults, 3-1" Air Vacs, 3-4" Blow-Off Assemblys Installation of new Sewer lines sizes from 3" up to 12". Two new sewer pump stations and discharge systems, Installation of new Storm drain lines sizes from 3" up to 42", New Storm drain pump station at approximately 30' deep with water quality treatment devices and pumps, five total. Storm drain aluminum arch culvert crossings (4 total). Oil stop separator devices for storm drain system (2 total). Fire & Domestic water distribution lines 6" & 8". Approximately 3,000lf each. Recycled water 2,500 lf, lines 1" through 6" .	San Ysidro, CA	$ 7,500,000.00	Oct-16	Jun-20	Y
234	Scott Johnson	Chino Basin Desalter Authority	Chino Basin Desalter Authority	Curtis D. Paxton (909) 218-3230 cpaxton@chinodesalter.org	30" CML&C -161 LF, 18" CML&C- 285 LF, 24"PVC-11,307 LF, 18" PVC- 5375 LF, Air Vac- 23 EA, Blow-offs - 6 EA, Ground Storage Tank Rehab, Pressure Reducing Station, 2- ea 36" Jack & Bores- 185 LF	Ontario, Eastvale, , CA	$ 5,500,000.00	Sep-15	Mar-18	Y
5189	Scott Johnson	Inland Empire Utilities Agency	Inland Empire Utilities Agency	Lee Munoz, PE, 909-993-1522, lmunoz@ieua.org,	Design Build Napa Lateral - Install 5,000 LF of 24", 2900 of 18" and 1,800LF of 12" CML&C steel pipe, 1- ea 24" jack & bore, 2- ea 36" jack & bores	San Bernardino, CA	$ 5,332,122.00	Apr-19	Jun-20	Y
5400	Brad Bently	Prologis	Cleyco	Austin Johnson 512-989-2223 JohsonnAU@cleyorp.com	Onsite Sewer- 9494 LF of 8"-4" SDR 35 , Onsite Sewer forcemain 1,251,299 LF, 48" Manhole- 11 EA, Sewer Cleanout 12 EA, Sewer Lift Station 2 EA, onsite storm drain 9600 Lf of 42"- 10" HDPE, 4,009 Lf of 8" - 4" PVC Storm Drain, Storm Drain Manhole 29 EA, Catch Basin 4 EA, Storm drain Inlets- 45 EA, StormTech Retention system, CDS Unit- 4 EA, Fire Water System 6,104 LF of 16" PVC , Fire Hydrant 8 EA, FDC 1 EA, Fire check valve in vault 5 EA, 12" DDC 1 EA- Domestic Water- 2000 LF of 4-8" PVC	Ontario, CA	$ 4,971,704.00	Jul-21	Current	Y
5394	Scott Johnson	Mesa Water	Mesa Water District	Keryn Igar 949-207-5452 Kerlyn@mesawater.org	4" drain pipe, Potable Water 2,160 LF of 16"DIP , 22 LF 18"DIP & 2,289 LF of 30" DIP, 37 LF of 18" PVC Storm Drain, 2 EA 30" Valves in Vaults and appurtances	Costa Mesa, CA	$ 3,938,380.00	May-21	Current	Y
5301	Bree Scott	City of Los Angeles	Myers and Sons Griffith, A Joint Venture	Micaiah Reverri, 434-227-3277, mreverri@myers-sons.com	Install 2,392LF of 24" DI RG Pipe, 4 - Air Vacs, 2 - 2" water services, tie into existing pumpstation	Los Angeles, CA	$ 3,581,667.22	Jul-18	Dec-19	Y
5369	James Black	Lockheed Martin Aeronautics	Burns & McDonnell Engineering Company, Inc DBA Burns & McDonnell	Saul Ugarte, 619-313-7589 saugarte@burnsmcd.com	Excavation and backfill (install of Chilled Water Line is by others).	Palmdale, CA	$ 3,409,079.43	Nov-20	Current	Y
231	Scott Johnson	Riverside County	Clark Construction	Sam Hoelscher 949-878-4147 Tony Gallivan (727) 639-9323	8-10" PVC Waterline, Fire Hydrant and detector checks	Indio, CA	$ 3,380,248.00	Aug-15	May-21	Y
1447	Scott Johnson	Inland Empire Utilities Agency	Inland Empire Utilities Agency	Jerry Burke -(909) 313-9588	Provide on call services and Emergency response	Various locations through out Inland Empire	$ 3,000,000.00	Aug-14	Aug-17	Y
2153	Jake Geiser	Delta Airlines	Delta Airlines	Don Quest Phone Number: (547) 229-2766 Email: Don.Quest@aecom.com	Installation of an 8-inch diameter and 6-feet deep Fire main. Installation of 12-inch diameter and 6-feet deep Water-main. Installation of four 5-inch and 6-feet deep Electrical Duct-banks. Installation of four 3-inch PVC conduits and 6-feet deep Communication Duct-banks. Soil erosion and sediment control.	Queens, NY	$ 3,000,000.00	Nov-20	May-21	Y
5317	Scott Johnson	Inland Empire Utilities Agency	Inland Empire Utilities Agency	Joel Ignacio, 909-217-9626, jignacio@ieua.org	Install split way dam and control building, raise channel wall, construct drain system, install sluice gates, epoxy line pipelines and install actuated gates	Rancho Cucamonga, CA	$ 2,969,000.00	Nov-19	Current	Y
5329	Scott Johnson	Santa Clarita Valley Water Agency	Santa Clarita Valley Water Agency	Josephine Nojoon, 661-297-1600, jnojoon@scvwa.org	10,870 LF of 12" thru 8" DIP Recycled Water, 150 LF of 12" CML&C Bridge Attachment, Air Vacs, Blow-offs and Water Services	Santa Clarita, CA	$ 2,826,786.53	May-20	Current	Y
5377	Scott Johnson	Padre Dam Municipal Water District	Padre Dam Municipal Water District	Wilson Lau, 619-258-4642, wlau@padre.org	Constructing approx 5,050 ft of 16-inch cellular mortar lined steel pipeline, abandoning an existing 14-inch PVC pipeline, trench resurfacing, and paving approx. 88,871 sqft of slurs	Lakeside, CA	$ 2,812,032.00	Jan-21	Current	Y
5349	Evan Scott	United States of America	ATKINSON / CLARK, A JOINT VENTURE	Yinka Oyebanjo-Odofin, 619-494-4428, yinka.oyebanjo- odofin@atkinsonclarkjv.com	Install 1,600 LF of Domestic Water Lines, 1,600 LF of Fire Water Lines, 1,567 LF of 8" Sewer Line. Install Water harvesting pumps, controls, and tank and irrigation connections.	Inglewood, CA	$ 2,855,289.00	Aug-20	Current	Y
5103	Bree Scott	Moulton Niguel Water District	Moulton Niguel Water District	Erin Wam, 949-831-2500, ewam@mnwd.com	On-Call Emergency Construction and Maintenance/Repair Work	Laguna Hills, Laguna Niguel, Aliso	$ 2,147,499.00	Jun-18	Dec-20	Y
5219	Bree Scott	Moulton Niguel Water District	Moulton Niguel Water District	Erin Wam, 949-831-2500, ewam@mnwd.com	Install 8-8", 12-10", 2-12" Gate Valves. Install 2-14", 13-16", and 2-20" Butterfly Valves	Various locations throughout Laguna Hills, Laguna Niguel, Mission Viejo	$ 2,110,689.52	Dec-18	Apr-20	Y
228	Bree Scott	City of Carlsbad	City of Carlsbad	Scott Fisher - (760)814-7226 scott.fisher@carlsbadca.gov	Install 4151 LF of 8" PVC, 6811 LF of 6" PVC, 3392 LF of 4" PVC, 63LF of 8" Welded Steel Pipe, 43LF of 6" Welded Steel Pipe, 59 Water Services, 20 Blow Offs and 18 MAR's	Carlsbad, CA	$ 2,086,190.00	Jul-15	Jul-16	Y
5109	Bree Scott	City of Anaheim	City of Anaheim	Scott Neumann 714-765-5176 sneumann@anaheim.net	Install 5,919 LF of 8", 403 LF of 12", 25 LF of 10", 485 LF of 8", 191 LF of 6", and 281 LF of 4" PVC Water Main, 24 tie-ins, 24 water services, 25 gate valves, 12 fire hydrants, and 1 PRV Vault	Anaheim, CA	$ 2,059,782.00	Oct-17	May-19	Y
211	Bree Scott	EVMWD	EVMWD	Joanne Stewart- (951)674- 3146x8349 jstewart@evmwd.net,	Install 1800 LF of 20" DIP, 4578 LF of 16" DIP and 175 LF of 36" Jack & Bore	Wildomar, CA	$ 2,051,897.00	Nov-14	Feb-15	Y
200	Bree Scott	Ventura County	Ventura County	Susan Parr- (805)378-3025 susan.parr@ventura.org	Install 617 LF of 54" PVC, 7830LF of 12" PVC and 1560 LF of 8" PVC	Somis, CA	$ 1,979,674.00	Jan-14	May-14	Y
5206	Scott Johnson	Riverside County Transportation	Guy F. Atkinson Construction, LLC	Torrance Reiman, 714-604-5345, torrance.reiman@atkn.com	Install 739 LF of 30" CML&C Steel Pipe, 1,368 LF of 18" CML&C Steel pipe in bridge deck, 282 LF of 48" Steel Casing, 231 LF of 24" steel casing, Six 18" seismic expansion assembly's, two 6" blow off assembly's, two 4" air/vacuum assembly's, one 30 " isolation butterfly valve and two cathodic test stations	Riverside, CA	$ 1,743,267.40	Aug-18	May-21	Y
239	Bree Scott	MNWD	MNWD	Steve Mark - (949)756-6799 smark@mnwd.com	Install 5634 LF of 8" PVC, 1001 LF of 6" PVC, 180 LF of 4" PVC, 35 Water Services and 5 Air Vacs	Laguna Niguel, Laguna Hills and Aliso Viejo, CA	$ 1,739,593.00	Feb-16	Jun-16	Y
5078	Bree Scott	Trabuco Canyon Water District	Trabuco Canyon Water District	Lorrie Lauzier 949-858-0277 x 130 llauzier@tcwd.ca.gov	Install 4500 LF of 16" PVC, 18" CML&C Bridge Attachment, Blow-offs, Air Vacs and tie ins.	Lake Forest, CA	$ 1,573,755.00	Apr-17	Sep-17	Y
256	Bree Scott	West Basin Municipal Water District	West Basin Municipal Water District	Veronica Govea - 310-660-6269 veronicag@westbasin.org	Install 3500 LF of 8" PVC recycled water- 2 jack & bores crossing R/R track, Air Vac, Blow-off and Water Service	Gardena, CA	$ 1,550,618.00	Sep-16	Mar-17	Y
5342	Javier Flores	Trabuco Canyon Water District	Trabuco Canyon Water District	Lorrie Lauzier 949-858-0277 llauzier@tcwd.ca.gov	Prime contractor for Pump Station Rehabilitation	Lake Forest, CA	$ 1,480,228.00	Oct-17	Jan-19	Y
5366	James Black	Planary Properties Long Beach LLC	Clark Construction Group CA- LP	Alya Popatia, 949-348-0999, alya.popatia@clarkconstruction. com	Install sewer 39835 Pipe 1321 LF 8", 36 LF of 6" VCP Clay Pipe, 3ea Cleanouts. Domestic Water Line 300 LF of 8" Ductile Iron Pipe, 1-8" Gate Valve, 2-6" Gate Valves, 1-Fire Hydrant, 4-1" water service, 12"x8" Hot Tap water main. Storm Drain Line 380 LF of 4" perforated pipe, 1,880 LF of 6" SDR35, 400 LF of 8" SDR35, 340 LF of 10" SDR35, 260 LF of 12" SDR35, 390 LF of 15" SDR35, 2 Manholes, 6-Catch Basins, 47-Planter Drains, Cistern, Pump & Mechanical Skid	Long Beach, CA	$ 1,413,534.00	Oct-20	Current	Y
5156	Bree Scott	California Water Service Company	California Water Service Company	Audrey Orh, 310-257-1441; aorh@calwater.com	934 LF of 24" DI (Mechanical Joint) Pipe, 1,590 LF of 12" DI Pipe (Push On); 685 LF of 24" CL&C Steel Pipe; 15LF of 6" PVC Pipe; 24" CL&C Steel Pipe offset; 12" CL&C Steel Pipe Offset; 24" tie-in to existing 24"; 12" tie-in to existing 24"; 8" tie-in to existing 8"	Montebello, CA	$ 1,401,777.00	Feb-18	Jan-19	Y
5225	Bree Scott	Moulton Niguel Water District	Moulton Niguel Water District	Erin Wam, 949-831-2500, ewam@mnwd.com	Yard Improvements - Retaining Walls, Fences, Gates, Lighting & Driveway Improvements. Water and Sewer Service Upgrade	Mission Viejo, CA	$ 1,397,727.00	Dec-18	Apr-21	Y
5392	Javier Flores	Rialto Bioenergy Facility	Rialto Bioenergy Facility	Legal Department legal-usa@anaergia.com	8" PVC Brine Line 4,820 LF, 8" Gate Valves 6.00 EA, Manholes 3.00 EA	Rialto, CA	$ 1,323,183.00	Jun-21	Current	Y
5397	Scott Johnson	Eastern Municipal Water	Eastern Municipal Water	Nick Kokotas 951-928-3777 kokotasn@emwd.org	Perform geotechnical borings, demo and dispose of existing articulated concrete block scour protection, clearing, grubbing and site excavation, dewater the site as required, install new articulated concrete block scour protection, riprap, and repair existing concrete encasement of the sewer	Perris, CA	$ 1,280,200.00	Jun-21	Oct-21	Y
5113	Bree Scott	GSWC	GSWC	Alejandro Flores 909-937-0111 x334	Install 5200 LF of 8" PVC Water Main, 79 1" to 2" Water Services, 12 Fire Hydrants, 12 Tie ins	Claremont, CA	$ 1,275,505.33	Jul-17	Jan-19	Y
5365	Scott Johnson	Inland Empire Utilities Agency	Inland Empire Utilities Agency	Adham Almasri, P.E. 909-993- 1462, salmasri@ieua.org	Remove &, Replace 842LF of 12" Steel hot water pipe, install 9 drain outlets in pipe gallery, Remove and replace 26 valves on existing piping	Ontario, CA	$ 1,206,000.00	Sep-20	Current	Y
5350	Javier Flores	Moulton Niguel Water District	Moulton Niguel Water District	Erin Wam, 949-831-2500, ewam@mnwd.com	On-Call Emergency Construction and Maintenance/Repair Work	Laguna Hills, Laguna Niguel, Aliso Viejo, Mission Viejo	$ 1,189,850.35	Jul-20	Current	Y
1696	Scott Johnson	City Of Rialto	KEC Engineering	KEC- Kevous Emami 714-401-4095	Installing 3,000 LF of 16" 10 gage steel CML&C Waterline, 28 LF New Domestic Waterline, Instal (14) 6" Fire Hydrants, (20) 2" Services	Rialto, CA	$ 1,001,376.00	Nov-18	Jun-17	Y

Attachment: Exhibit G - Ferreira Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

4176	Keith Wallace	Martin County Board of County Commissioners	Martin County Board of County Commissioners	Kevin Landry: Park Planning and Development Administrator Phone Number: (772) 221-1376 Email: klandry@martin.fl.us	1,400 LF of shoreline stabilization. Over 18,000 CY excavation. Water service demolition and restoration, soil tracking and device restoration, electrical construction, shoreline stabilization.	Stuart, FL	$ 1,000,000.00	May-18	Apr-19	Y
1527	Bree Scott	City of Oceanside	City of Oceanside	Shannale Moreno - (760)522- 9627 smorales@ecorpcreation.com	Install 3700 LF of 10" PVC, 667 LF of 10" HDPE via HDD, 4 Gate Valves, 7 Air Vacs and 1 Wharfhead Filling Station	Oceanside, CA	$ 888,347.00	Jun-15	Aug-15	Y
5273	Bree Scott	City of Corona	City of Corona	Carol Appelt, 951-279-3620, carolyn.appelt@coronaca.gov	Install 2000 LF of 12" Ductile Iron Pipe, 15 LF of 4" DI Pipe, 10LF of 10in DI Pipe, 2-10" DI Adaptar & Coupling, 1-12" Gate Valve, 3-12" Gate Valve, 2- 8" Gate Valve, 2 thru 4 inch water services, 1- 8" Fire Service, 8-Fire Hydrants, 1-1" Air vacs	Corona, CA	$ 895,092.00	May-19	Aug-19	Y
5320	Javier Flores	Moulton Niguel Water District	Moulton Niguel Water District	Erin Wenn, 949-831-2500; ewenn@mnwd.com	Remove 2000LF of 8" PVC and Replace with 8" PVC, Remove 80LF of 6" PVC and Replace with 12" PVC, Remove 150LF of 12" PVC and Replace with 16" PVC including valves, air vacs, blowoffs	Aliso Viejo and Mission Viejo	$ 890,206.58	Jun-20	Feb-21	Y
1613	Bree Scott	Port of Long Beach	Port of Long Beach	Ruben Fabela- (562)283-7215 ruben.fabela@polb.com	Remove and Replace 54 6"-20" Valves and install 6 12" & 20" Line Stops. Install6" and 8" hot tap assemblies. Remove and replace 42 LF of 6" fire hydrant lateral. Install 240 LF of 8" ductile iron pipe.	Port of Long Beach	$ 880,060.00	May-16	Sep-16	Y
5162	Scott Johnson	San Gabriel Valley Water Company	San Gabriel Valley Water Company	Matt Y. Yucelen, P.E 626-448-6188	San Gabriel Valley Water Company PS Rehab - Install water pipe - 12", 18" & 24", install water filtration system	Fontana, CA	$ 864,414.00	Jan-18	May-18	Y
1664	Bree Scott	MNWD	MNWD	Steve Mark - (949)795-6799	Relocate 3 Pressure Reducing Stations. Construct PRS vault with electrical service, 8" DIP, hot tap connections, air-vac assemblies, and retaining walls. Remove and replace landscape irrigatio Grind and cap 28,200 SF.	Laguna Niguel, CA	$ 845,454.42	Aug-16	Jun-17	Y
5179	Scott Johnson	San Gabriel Valley Water Company	San Gabriel Valley Water Company	Matt Y. Yucelen, P.E 626-448-6188	Install 980 LF of 17-3/8" GWBR pipe, 2-10" double detector check valves, 2-6" fire hydrants. Install 2540 LF of 12-3/4" GWBR pipe, 105 LF of 12-3/4 GWBR GB, 22 LF of 8-5/8" GWBR GB. 40 LF of 6-5/8" GWBR GB, 23 LF of 12-3/4" GWBR GB, and 7 short side service and connect lines. Install 210 LF of 12-3/4" GBWR pipe, 175 LF of 8-5/8" GWBR pipe.	Various Location	$ 840,068.00	Jan-19	Current	N
1420	Bree Scott	City of Santa Fe Springs	City of Santa Fe Springs	Doug Benash - (626)203 - 2849	Install 2581 LF of 8" DIP 270 LF of 18" Jack & Bore	Santa Fe Springs, CA	$ 786,091.00	May-14	Jul-14	Y
5094	Bree Scott	Trabuco Canyon Water District	Trabuco Canyon Water District	Michael Perez, 949-858-0277 ext 121, mperez@tcwd.gov	On Call Emergency Work	Trabuco Canyon, CA	$ 776,230.00	Apr-17	Current	N
1839	Bree Scott	GSWC	GSWC	Justin Brown- (805) 349-7407 ext 110	Install 1750 LF of 8" DIP & 480 LF of 4" DIP, 37- water services, 2- fire hydrants, 8- tie-ins	Simi Valley, CA	$ 741,370.00	Jun-16	Oct-16	
5122	Bree Scott	MNWD	MNWD	Steve Mark - (949)795-6799	Remove, replace, and test 4-16", 2-18", 3-24", 2-12", and 1-8" butterfly valves. Remove and replace 6-8" and 1-12" gate valves, and 1-10" and 2-12" insert valves. Remove and replace 8-8", 10", and 6-12" gate valves.	Laguna Hills, CA	$ 726,695.00	Oct-17	Apr-18	Y
5085	Bree Scott	City of San Clemente	City of San Clemente	Shawn Ryan 949-361-6122,ryans@san-clemente.org	Install 2500 LF of 8" PVC Water, Fire Hydrants, Water Service, and Tie-Ins	San Clemente, CA	$ 688,208.00	Jun-17	Sep-17	Y
1858	Bree Scott	MNWD	MNWD	Steve Mark - (949)795-6799	Install 1950 LF of 8" PVC water main, 11 air vac, 4" blow-off, hot-tap connection, 8" gate valve, 6" fire hydrant, and a 8" & 8" insert valve.	Mission Viejo, CA	$ 656,938.00	May-18	Aug-18	Y
5362	Javier Flores	Irvine Ranch Water District	Irvine Ranch Water District	Thomas Bonkowski, 949-453-5892,	Remove and Replace 11ea Vault Lid,Furnish and install access way 4'x4' Clear Opening, and install valve Stem Extension for each valve inside vault	Irvine, CA	$ 652,026.00	Oct-20	Current	Y
206	Bree Scott	City of Chino Hills	City of Chino Hills	Joe Dyer- (909) 364-2771	Install 3300 LF of 8" Water Main and 120 Water Services	Chino Hills, CA	$ 645,993.00	Jul-14	Oct-14	Y
5266	Scott Johnson	Carlsbad Municipal Water District	Carlsbad Municipal Water District	Valerie Airey, 760-450-4101, valerie.airey@carlsbadca.gov	Installation of 27 New Recycled Water Services; 24in Steel Rw, 12in PVC, 8in PVC, 18in DI, 20in PVC, 24in CUM&C, 6in PVC,	San Diego, CA	$ 632,538.00	Apr-19	Nov-19	Y
5216	Scott Johnson	Inland Empire Utilities Agency	Inland Empire Utilities Agency	Warren T. Green 909-993-1890	Emergency Construction Services	Chino, Ontario, Rancho Cucamonga, Fontana	$ 614,386.00	Sep-18	Current	N
5360	Javier Flores	Coast Community College District	Coast Community College District	John Eriksen, 714-438-4680, purchasing@cccd.edu	Install 8ILF of 8" Fire Water, 1ea 8" FH, 174LF of 4" Domestic Water, 1ea Meter Vault, 1ea 8" DC & FDC, 1ea Fire Riser, 135LF of 6" Sewer, 2ea Sewer Cleanouts, 6ea Area drains. Remove 65ILf of exiting Waterline.	Costa Mesa, CA	$ 588,887.00	Dec-20	Current	Y
5129	Bree Scott	Lennar Homes	Lennar Homes	Jason Greenman (Murrow CM) 951-965-7009, jgreenan@murrowcm.com	Install 2640 LF- 12" PVC Recycled Water, Water Service, Blow-off, Air Vac, & Booster Pump Station	Chino, CA	$ 567,456.00	Oct-17	Jan-19	Y
1502	Bree Scott	City of Riverside	SEMA Construction	Abdallah Selema - (949)322- 6923	Install 410 LF of 18" CMLAC, 100 LF of 8" BJ DIP, 280 LF of 24" Steel Casing and 54 LF of 36" Steel Casing in New Bridge Constructed for 91 Fwy Expansion	Riverside, CA	$ 540,144.41	Oct-15	Mar-16	Y
209	Bree Scott	Port of Long Beach	Port of Long Beach	Ruben Fabela- (562)283-7215	Critical Valve Replacement- Remove & Replace 1-4", 5-6", 3-12" gate valve. Remove and Replac 6-20" butterfly valves. Remove and replace 6-2" chlorination and blow off valve	Port of Long Beach	$ 539,340.00	Jan-15	Jul-15	Y
1629	Scott Johnson	City of Pomona	City of Pomona	Timotheus Hampton, PE (909) 802-7420	Install 1,300lf of 10" potable DIP water line, three blow offs and one air & vacuum release	Pomona, CA	$ 509,172.00	Sep-16	Oct-16	Y
5313	James Black	Irvine Ranch Water District	Irvine Ranch Water District	Tom Lynch, 949-453-5595, tlynch@irwd.com	Installing 250 LF of 8" DIP and812 LF of 8" PVC Water Lines and a pressure reducing station	Lake Forest, CA	$ 484,825.50	Dec-19	Jun-20	Y
1569	Bree Scott	GSWC	GSWC	Kerwin Fujikami - (714)535- 7711	Install 1510 LF of 8" DIP, 235 LF of 6" DIP, 28 Water Services, 4-fire hydrants and 6 tie-ins	Placentia, CA	$ 481,803.00	Nov-15	Jan-16	Y
1573	Bree Scott	MNWD	MNWD	Steve Mark - (949)795-6799	On-Call Emergency Work	Laguna Niguel, Laguna Hills and Aliso Viejo, CA	$ 432,900.00	Jan-16	Jun-17	Y
1504	Brendon Persick	Waste Management	Waste Management	Kevin Walker	On-Call Emergency Work	Corona, CA	$ 400,000.00	Mar-15	Dec-20	
1473	Bree Scott	City of Chino Hills	City of Chino Hills	Paul Montoya - (909)364- 2817	Install 960 LF of 12" HDPE via HDD and 185 LF of 12" PVC	Chino Hills, CA	$ 287,955.00	Feb-15	Apr-15	Y
1825	Bree Scott	City of Arcadia	City of Arcadia	Tiffany Lee- (626) 256-8680	Remove & Replace 20" Gate Valves with bevel gearing and 3" by-pass. Install 1-30" Line Stops and 10 LF of 30" CML steel pipe.	Arcadia, CA	$ 285,780.00	Mar-16	Sep-16	Y
5088	Scott Johnson	Inland Empire Utilities Agency	Inland Empire Utilities Agency	Jerry Burke -(909) 313-9588	Carbon Canyon Water Recycling Facility Valve Replacement Project	Chino, CA	$ 235,437.00	Mar-17	May-17	Y
1837	Bree Scott	MNWD	MNWD	Steve Mark - (949)795-6799	Install 701 LF of 8" PVC, 4-8" and 1-6" Gate valves, 3 fire hydrant assemblies	Laguna Niguel, CA	$ 154,042.00	Jan-16	Mar-16	Y
5391	Javier Flores	City of San Clemente	City of San Clemente	Julie Schmidt, 949-361-8234	Install temporary Recycled Water Line Bypass 624 LF of 12" HDPE Pipe, 18 LF of 12" Ductile Iron Pipe, 1-1" Air Vacuum, 2-12" Gate Valve	San Clemente, CA	$ 133,792.00	Apr-21	Current	Y
1448	Bree Scott	LADWP	LADWP	Marcelo Martinez- (213) 367-4147	PH Treatment & Discharge 529,00 gallons of Hydrotested Water.	Various locations through out Los Angeles	$ 130,224.00	Oct-14	Oct-15	Y
1662	Scott Johnson	Inland Empire Utilities Agency	Inland Empire Utilities Agency	Jerry Burke -(909) 313-9588	Remove and replace existing flow meter station, install new conduit, wire for station and expand existing Motor control center foundation	Ontario, CA	$ 127,584.00	Aug-16	Dec-16	Y
1661	Scott Johnson	City of Chino Hills	City of Chino Hills	Joe Dyer- (909) 364-2771	Water & Sewer On Call 3 year contract	Chino Hills, CA	$ 100,000.00	Jun-16	Current	Y
5279	Javier Flores	Inland Empire Utilities Agency	Inland Empire Utilities Agency	Adham Almasri, P.E, 909-993- 1462, aalmasri@ieua.org	Adjust Valve Covers to Grade, Install New Wharf Head w/ Breakaway Assembly, Install Bollards, Expose/Shore In-line Valve	Ontario, Chino, R. Cucamonga	$ 76,345.00	May-19	Sep-19	Y
1631	Bree Scott	MNWD	MNWD	Steve Mark - (949)795-6799	Excavate and remove 18" Water Main	Laguna Niguel, CA	$ 68,786.00	Sep-15	Nov-15	Y
5267	Bree Scott	Trabuco Canyon Water District	Trabuco Canyon Water District	Lorie Lauden 949-858-0277 x 130 llauden@tcwd.ca.gov	Station Repairs to replace corroded pipes, valves, pump, repair interior/exterior piping and misc concrete work.Remove 18" BPV, Install 16" BPV	Trabuco Canyon, CA	$ 58,921.00	Apr-19	Jul-20	Y
5363	Javier Flores	South Coast Water District	South Coast Water District	Megan Geer,, 949-499-4555, MGeer@scwd.org	On-Call Emergency Construction and Maintenance/Repair Work	Laguna Niguel, CA	$ 56,357.88	Oct-20	Current	Y
5272	Scott Johnson	Inland Empire Utilities Agency	Inland Empire Utilities Agency	Christian Gomez, 909-993-1516, cgomez@ieua.org	Install owner proved Cartridge Filter & Valves. Install 8" PVC piping	Chino, CA	$ 26,905.00	May-19	Aug-19	Y
4413	Brian Ely	Jacksonville Electric Authority	JEA	Selena Johnson, 469-596-2111, JohnsD@jea.com	Baymeadows Pump Station Relocation	Jacksonville, FL	$ 4,549,317.10	Mar-23	Dec-24	Y
4481	Akeem Vos	Jacksonville Electric Authority	JEA	Mickey Willoughby- willmd@jea.com	Rivertown Water Treatment Plant Completion project consisting of installation of 2MG storage tank, HSPs, yard piping, chemical storage tanks, etc.	Jacksonville, FL	$ 10,009,406.37	Nov-23	Current	Y
4367	Ed Gethercole	City of Tallahassee	COT	Kyle Andree, PE, Cell: (850) 274-7807 kyle.andree@talgov.com	Assaredoc Dewater 3 Rehab - This rehabilitation project includes demolition activities, replacing existing heat exchanger, sludge recirculation pumps, mixing system with new equipment, floating digester cover, removal of piping systems (e.g. sludge, gas, water) and install new piping systems including tie-ins to existing systems, installation of associated piping, valves, support systems and appurtenances, painting and coating, structural and concrete work, electrical and instrumentation work programming and integration of new equipment and SCADA, training plant personnel on operation and maintenance of system, site work	Tallahassee, FL	$ 6,422,399.00	Aug-22	Current	Y
4333	Tony Harris	Nexsen	Nexsen Energy	Norman Turner (M) 1-207-366-8961 Norman.Turner@nexsenergy.com	Piedmont Atlanta Hospital Waterhub - Manage subcontractors installing underground Equalization tank, Blended reuse tank, Anoxic tank, aerobic 1&2 tanks, and Membrane tanks. Install H2O equipment to operate the facility to take the waste from Piedmont hospital and process it through the plant and return to the the hospital for the boilers and chillers. Managed all electrical subcontractors, civil contractors, mechanical contractors, and underground boring contractors.	Atlanta, GA	$ 12,000,000.00	Jan-21	Mar-23	Y

Attachment: Exhibit G - Ferreira Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

LIFT STATION #20 BYPASS PUMP

Attachment: Exhibit G - Ferreira Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Docusign Envelope ID: 63D30F7C-F93F-4236-A4A8-C693E99B7E79

SECTION 00 41 00
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Ferreira Construction Co., Inc. 591 Pickettville Rd Jacksonville, FL 32220 as Principal and Berkshire Hathaway Specialty Insurance Company* of the City of Omaha State of Nebraska, 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 The Total Amount Bid Dollars ($5% of The Total Amount Bid) 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.

*1314 Douglas Street, Suite 1400, Omaha, NE 68102

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

LIFT STATION #20 BYPASS PUMP

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 G - Ferreira Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Docusign Envelope ID: 63D30F7C-F93F-4236-A4A8-C693E99B7E79

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 10th day of June, 2025, 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

Ferreira Construction Co., Inc.
Corporate Principal

ATTEST: _____

_____
President AFFIX
CORPORATE SEAL

591 Pickettville Rd
Address

Jacksonville, FL 32220
Address

By _____
AFFIX
CORPORATE SEAL

Berkshire Hathaway Specialty Insurance Company
Corporate Surety

ATTEST:

By _____
Jonathan Orozco, Witness as to Surety

By _____
Title
Marisol Mojica, Attorney-in-Fact

END OF SECTION

Attachment: Exhibit G - Ferreira Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

ACKNOWLEDGEMENT OF CONTRACTOR - IF A CORPORATION

STATE OF Florida

COUNTY OF Duval

ON THE 10th DAY OF June, 2025 BEFORE ME PERSONALLY APPEARED Nicholas Payne TO BE KNOWN, WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY; THAT (S)HE IS THE Division Manager OF Ferreira Construction Co., Inc. THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY OFFICE IN THE ABOVE COUNTY, THE DAY AND YEAR WRITTEN ABOVE.

Brittany L. Waters
Notary Public

BRITTANY LYNN WATERS
Notary Public - State of Florida
Commission # HH 501063
My Comm. Expires Mar 7, 2028
Bonded through National Notary Assn.

ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF New Jersey

COUNTY OF Morris

ON THE 10th DAY OF June, 2025 BEFORE ME PERSONALLY APPEARED Marisol Mojica TO ME KNOWN, WHO BEING BY ME DULY SWORN, DID DEPOSE AND SAY; THAT (S)HE IS THE ATTORNEY-IN-FACT OF Berkshire Hathaway Specialty Insurance Company, THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY OFFICE IN THE ABOVE COUNTY, THE DAY AND YEAR WRITTEN ABOVE.

Notary Public

MARIAM KASED
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES FEBRUARY 12, 2030
COMMISSION: #50230378

Attachment: Exhibit G - Ferreira Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Berkshire Hathaway Specialty Insurance

Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY
NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **Marisol Mojica, Kevin T. Walsh, Jr., Thomas MacDonald, Krystal L. Stravato, Andreah Moran, Ryan Gray, Jaclyn Maffey, 100 South Jefferson Road, Suite 101, of the city of Whippany, State of New Jersey,** their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. **This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.**

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of August 24, 2023. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. **The following seals of the Companies and signatures by an authorized officer of the Company may be affixed by facsimile or digital format, which shall be deemed the equivalent of and constitute the written signature of such officer of the Companies and original seals of the Companies for all purposes regarding this Power of Attorney, including satisfaction of any signature and seal requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.**

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,

By: _____
David Fields, Executive Vice President

NATIONAL INDEMNITY COMPANY,
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

By: _____
David Fields, Vice President

NOTARY
State of Massachusetts, County of Suffolk, ss:
On this 24th day of August, 2023, before me appeared David Fields, Executive Vice President of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY and Vice President of NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.
[Notary Seal]

JOHN C. SKINNER
Notary Public, Commonwealth of Massachusetts
My Commission Expires January 22, 2027

_____
Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this June 10, 2025.

_____
Ralph Tortorella, Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at Jennifer.Porter@bhspecialty.com *THIS POWER OF ATTORNEY IS VOID IF ALTERED*

To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claimsnotice@bhspecialty.com, via fax to (617) 507-8259, or via mail.

Attachment: Exhibit G - Ferreira Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.

CORPORATE ACTIONS

. . . .

EXECUTION OF DOCUMENTS:

. . . .

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and

(2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

Attachment: Exhibit G - Ferreira Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

General Correspondence

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY

1314 Douglas Street, Suite 1400, Omaha, Nebraska 68102-1944

ADMITTED ASSETS*

	12/31/2024	12/31/2023	12/31/2022
Total invested assets	$ 7,425,803,196	$ 6,702,817,810	$ 5,680,246,430
Premium & agent balances (net)	635,096,365	690,388,245	582,469,494
All other assets	224,603,005	204,404,036	217,334,073
Total Admitted Assets	$ 8,285,502,566	$ 7,597,610,091	$ 6,480,049,997

LIABILITIES & SURPLUS*

	12/31/2024	12/31/2023	12/31/2022
Loss & loss exp. unpaid	$ 2,023,746,631	$ 1,825,674,253	$ 1,495,870,171
Unearned premiums	583,593,113	604,899,743	536,797,683
All other liabilities	1,079,218,932	1,240,939,865	1,065,221,844
Total Liabilities	3,686,558,676	3,671,513,861	3,097,889,698
Total Policyholders' Surplus	4,598,943,890	3,926,096,230	3,382,160,299
Total Liabilities & Surplus	$ 8,285,502,566	$ 7,597,610,091	$ 6,480,049,997

* Assets, liabilities and surplus are presented on a Statutory Accounting Basis as promulgated by the NAIC and/or the laws of the company's domiciliary state.

Attachment: Exhibit G - Ferreira Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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. 25 ww 10-1 for LIFT STATION #20 BYPASS PUMP.

This sworn statement is submitted by Ferreira Construction Co., Inc. whose business address is 591 Pickettville Rd., Jacksonville, FL 32220 and (if applicable) its Federal Employer Identification Number (FEIN) is 22-3334957. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

My name is Nicholas Payne any my relationship to the entity named above is Division Manager.

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 G - Ferreira Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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 G - Ferreira Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

(Signature) _____ Date: 6/10/25

State of Florida County of Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Nicholas Payne who, after first being sworn by me, affixed his/her signature in the space provided above on this 10 day of June, 2025

Brittany L. Waters
Notary Public

My Commission Expires: 3/7/28

BRITTANY LYNN WATERS
Notary Public - State of Florida
Commission # HH 501063
My Comm. Expires Mar 7, 2028
Bonded through National Notary Assn.

Attachment: Exhibit G - Ferreira Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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: Ferreira Construction Co., Inc.

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

TITLE: Division Manager

ADDRESS: 591 Pickettville Rd.,

CITY AND STATE: Jacksonville, FL 32220

TELEPHONE: 904-222-6810

COMPLETION TIME: Within substantial completion

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 G - Ferreira Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Docusign Envelope ID: 63D30F7C-F93F-4236-A4A8-C693E99B7E79

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 G - Ferreira Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

SECTION 00 48 60

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Project Number: ITB # 25-WW-10-1

Up on 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: Ferreira Construction Co., Inc.

Authorized representative (printed): Nicholas Payne

Authorized representative (signature): _____

Date: 06/10/25

END OF SECTION

Attachment: Exhibit G - Ferreira Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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

Request for Taxpayer Identification Number and Certification

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

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

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

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

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

Ferreira Construction Co., Inc.

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

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

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

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

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

☐ Other (see instructions)

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

Exempt payee code (if any)

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

(Applies to accounts maintained outside the United States.)

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

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

31 Tannery Rd.

6 City, state, and ZIP code

Branchburg, NJ 08876

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			-			-				

or

Employer identification number

2	2	-	3	3	3	4	9	5	7

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** | Date 9/16/24

General Instructions

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

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

What's New

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

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

Purpose of Form

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

Attachment: Exhibit G - Ferreira Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Section 00 48 80

Affidavit of E-Verify Requirements Compliance

ITB 25-WW- Lift Station 20 Bypass Pump

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.

Ferreira Construction Co., Inc.

Consultant/Contractor Name and Address

591 Pickettville Rd., Jacksonville, FL 32220

Signature

Nicholas Payne - Division Manager

Name and Title

Attachment: Exhibit G - Ferreira Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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	$8,000.00

eight thousand dollars
(Cost in Words)

TOTAL $ 8,000.00

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

COMPANY NAME: Ferreira Construction Co., Inc.

DATE: 6/10/25 BY: _____

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

Attachment: Exhibit G - Ferreira Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

SECTION 00 62 00
CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Lou Pacheco, certify that I am the Secretary of the corporation named as Principal in the within Bid Bond; that Nicholas Payne who signed the said Bid Bond on behalf of the Principal was then Division Manager 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 G - Ferreira Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

FERREIRA

CORPORATE RESOLUTION

UNANIMOUS WRITTEN CONSENT OF THE DIRECTORS OF FERREIRA CONSTRUCTION CO., INC. IN LIEU OF A MEETING

The undersigned, being the sole Director of FERREIRA CONSTRUCTION CO., INC. a New Jersey corporation (the "Corporation"), pursuant to the provisions of Section 14A:6-16, Corporations, General of the New Jersey Statutes, hereby consents in writing to the adoption of, and does hereby adopt, the following resolutions, to be effective as though adopted by the directors of the Corporation at a meeting duly called and held:

LET IT BE RESOLVED that the following persons are officers of the Corporation, the same to serve at the pleasure of the Board:

President: Nelson Ferreira
Sr. Vice President/ CFO: Jerry Killian
Sr. Vice President: Dictinio Garcia
Sr. Vice President: Nancy Vliet
Sr. Vice President of Field Operations: Brian Delpome
Vice President of Stuart, Florida Operations: John Ciabattari
Vice President of Medley, Florida Operations: Danny Garcia
Vice President of Ferreira Coastal Operations: Brandon Pensick
Vice President of Electrical, Southern Division: Robert Higginbotham
Chief Operating Officer of Ferreira Northeast Coastal Operations: Al Marsocci
Secretary/Treasurer: Luis Pacheco
Professional Surveyor: Joshua R. Lee
Division Manager of Jacksonville, Florida Operations: Nicholas Payne

LET IT BE FURTHER RESOLVED, the officers of Ferreira Construction Co., Inc. have authority to sign all contracts and bind the corporation.

IN WITNESS WHEREOF, I have set my hand on this 21st day of June 2022.

FERREIRA CONSTRUCTION CO., INC.

Nelson Ferreira, Director
President

31 Tannery Road, Branchburg, NJ 08876 Phone: (908) 534-8655 Fax: (908) 534-8656
www.ferreiraconstruction.com

An Equal Opportunity Employer

Attachment: Exhibit G - Ferreira Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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

GARCIA, DICTINIO

FERREIRA CONSTRUCTION SOUTHERN DIVISION CO INC
13000 SE FLORA AVE
HOBE SOUND FL 33455

LICENSE NUMBER: CGC1509418

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/15/2024

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.

Attachment: Exhibit G - Ferreira Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HIGGINBOTHAM, ROBERT A

FERREIRA CONSTRUCTION CO. INC.
13000 SE FLORA AVE
HOBE SOUND FL 33455

LICENSE NUMBER: EC13006679

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/03/2024

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.

Attachment: Exhibit G - Ferreira Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

FERREIRA

EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
2000	VERMAC ARROWBOARD	ARROW BOARD
2000	VERMAC ARROWBOARD	ARROW BOARD
2009	WORA (WORK AREA PROTECTION) M90EZ SOLAR ARROW BOARD	ARROW BOARD
2005	30' x 10' BARGE w/ OUTBOARD MOTOR	BARGE
2007	3 PC. SECTIONAL BARGE - 1 SEC. @ 10'x30'x4' -- 2 SEC. @ 4'x30'x4' - WOOD DECK OVER STEEL DECK	BARGE
2007	HOMEM - SELF PROPELLED BARGE - 38'x10'x3' w/ YAMAHA 225HP ENG.-- 3 COMPARTMENTS w/ HATCHES , STEEL DECK w/ WOOD SURFACE	BARGE
	S175 & S98 FLEXIFLOAT BARGES	BARGE
2006	VARIOUS FLEXI FLOAT BARGES -- 6 UNITS @ 10x40x5 & 4 UNITS @ 10x20x5	BARGE
1993	24' SILVER PONTOON BARGE	BARGE
1992	24' YELLOW PONTOON BARGE	BARGE
	10' x 40' x 5' - 40 TON HOPPER BARGE	BARGE
	10' x 40' x 5' - 40 TON HOPPER BARGE	BARGE
	48' x 24' x 4' SPUD BARGE w/ 4 SPUD WELLS & (2) 42' x 12' DIA. ROUND SPUDS	BARGE
1972	ALUM. WORKBOAT w/ OUTBOARD. MOTOR	BOAT
	2008 J-BOAT UTILITY WORK BOAT W/ CRANE	BOAT
2008	29' VESSEL - JUPITER	BOAT
2000	LOWE - GLC MODEL 17'11" ALUMINUM BOAT w/OUTBD. ENG.	BOAT
2000	SEA ARK BOATS, INC. - 20' VS ALUMINUM HULL BOAT -- NO OUTBD. ENGINE...	BOAT
2017	PROGRESSIVE INDUSTRIAL - 610 SUPER TRIUMPH MODEL - PUSH BOAT w/ TWIN CUMMINS ENG. 610 HP TOTAL	BOAT
	32' x 16' x 4' - PUSH BOAT / BARGE w/(2) MERCURY 75HP GAS ENG.	BOAT
1996	SEA ARK BOATS, INC. - 21' CREW BOAT w/ (2) YAMAHA 150 HP OUTBOARD MOTORS	BOAT
2017	PROGRESSIVE INDUSTRIAL - 610 SUPER TRIUMPH MODEL - PUSH BOAT w/ TWIN CUMMINS ENG. 610 HP TOTAL	BOAT
2003	WAGNER SMITH T-UBWP-35 UNDERGROUND CABLE PULLER	CABLE PULLER
1985	TAMPO RS58D VIBRATORY COMPACTOR	COMPACTOR - VIBRATORY
1986	DYNAPAC CA25 VIBRATORY COMPACTOR	COMPACTOR - VIBRATORY
1987	TAMPO RS58D VIBRATORY COMPACTOR	COMPACTOR - VIBRATORY
1986	DYNAPAC CA25 VIBRATORY COMPACTOR	COMPACTOR - VIBRATORY
1984	TAMPO RS58D VIBRATORY COMPACTOR	COMPACTOR - VIBRATORY
2007	INGERSOLL-RAND COMPRESSOR	COMPRESSOR - 185

Attachment: Exhibit G - Ferreira Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

FERREIRA

EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
	ATLAS COPCO 185CFM COMPRESSOR	COMPRESSOR - 185
2016	DOOSAN C185WDZ-T4F AIR COMPRESSOR	COMPRESSOR - 185
2017	ATLAS COPCO XAS 185 AIR COMPRESSOR	COMPRESSOR - 185
2017	ATLAS COPCO 185CFM COMPRESSOR TIER 4 FINAL	COMPRESSOR - 185
2004	INGERSOLL-RAND P185WDJ COMPRESSOR	COMPRESSOR - 185
2005	INGERSOLL-RAND P185 COMPRESSOR	COMPRESSOR - 185
2016	20 CUBIC YARD CONTAINER	CONTAINER - 20 OPEN
2019	ROLL-OFF CONTAINER - 20 C.Y. OPEN	CONTAINER - 20 OPEN
2019	ROLL-OFF CONTAINER - 20 C.Y. OPEN	CONTAINER - 20 OPEN
2012	ROLL OFF CONTAINER 30 C.Y. (OPEN)	CONTAINER - 30 OPEN
2015	30 CY ROLL-OFF	CONTAINER - 30 OPEN
2001	POWER CURBER 5700-B-03 CURB MACHINE	CURB MACHINE
2005	POWER CURBER PC150 CONCRETE CURB MACHINE	CURB MACHINE
2019	VERMEER D23X30S3 DIRECTIONAL DRILL w/ DIGITAL FF2SYSAF8 LOCATOR	DIRECTION DRILL DIGITAL LOCATOR
2006	CAT D6N CRAWLER DOZER	DOZER - CAT D6
2013	CATERPILLAR D6N LGP DOZER	DOZER - CAT D6
2011	KOMATSU D65WX-16 CRAWLER DOZER	DOZER - KOM D65
1980	ELLICOTT (MUDCAT 915) DREDGE - 43 FT.	DREDGE
N/A	"DREDGE & MARINE CORP" CUSTOM MADE 42 FT. DREDGE w/ 8" SWING LADDER	DREDGE
1988	ELLICOTT "600 SERIES" HYDRAULIC DREDGE APPROX. 70 FT. (LEANNE)	DREDGE
2013	ISCO 6-18 INCH BUTT FUSION MACHINE w/PIPE STANDS & IPS INSERTS FOR DREDGE PIPE	DREDGE - FUSION
2013	ELLICOTT 16 INCH DIESEL DRIVEN BOOSTER PUMP FOR DREDGE w/ AUTOMATION UPGRADE	DREDGE - PUMP
	GORMAN RUPP 8" x 8" DIESEL BOOSTER PUMP	DREDGE - PUMP
2016	ELLICOTT STANDARD DRAGON HYDRAULIC 18 INCH BOOSTER PUMP	DREDGE - PUMP
2016	MWI PUMPS - MODEL # HT004 - 4" SUB. TRASH PUMP w/ 800D HYDRAULIC DRIVE UNIT & ACCESSORIES	DREDGE - PUMP
	DREDGE CENTRAL'S USED TRAVELING SPUD w/ 2 NEW 35' x 10' x 5' PONTOONS	DREDGE - SPUD
2018	VERMEER D40X55S3 DIRECTIONAL DRILL w/DIGITRAK FF5 LOCATOR NON REMOTE PACKAGE	DRILL - DIRECTIONAL
2018	VERMEER MX240 MIX SYSTEMS w/ 2 - 1000 GALLON UNITS w/ POWER PAC	DRILL - MIXING SYSTEM
2019	VERMEER MX125 MIX SYSTEM w/ 500 GALLON TANK	DRILL - MIXING SYSTEM
1998	LODRIL MODEL LLMHT-40 (MOUNTED ON 100)	EQUIPMENT ATTACHMENT
2002	30FT JIB ARM w/ WINCH & CABLE	EQUIPMENT ATTACHMENT

Attachment: Exhibit G - Ferreira Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

FERREIRA

EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
2018	36" PRESSURE ROCK AUGER w/4" BOX	EQUIPMENT ATTACHMENT
1998	KOMATSU EXCAVATOR	EXCAVATOR
2011	KOMATSU PC450LC-8 EXCAVATOR	EXCAVATOR - 100K #
2012	KOMATSU PC490LC-10 HYD. EXCAVATOR - PLUMBED	EXCAVATOR - 100K #
2009	JOHN DEERE 85D EXCAVATOR	EXCAVATOR - 18K #
2018	CATERPILLAR 308E2 CRSB HYDRAULIC EXCAVATOR	EXCAVATOR - 18K #
2017	KOMATSU PC138USLC-11 HYDRAULIC EXCAVATOR	EXCAVATOR - 30K #
2018	CATERPILLAR 315FLCR HYDRAULIC EXCAVATOR	EXCAVATOR - 30K #
2019	CATERPILLAR 315F HYDRAULIC EXCAVATOR	EXCAVATOR - 30K #
2014	JOHN DEERE 245G EXCAVATOR	EXCAVATOR - 50K #
2019	CATERPILLAR 335FL HYDRAULIC EXCAVATOR	EXCAVATOR - 75K #
2018	CATERPILLAR 336FL HYDRAULIC EXCAVATOR	EXCAVATOR - 85K #
2016	GRADALL XL3300 III TELESCOPIC EXCAVATOR	EXCAVATOR - GRADALL
2011	JOHN DEERE 200D EXCAVATOR w/ 50' LONG BOOM	EXCAVATOR - LONG REACH
2014	CATERPILLAR 324EL LR LONG REACH 60' EXCAVATOR	EXCAVATOR - LONG REACH
2012	CASE CX36B MINI EXCAVATOR	EXCAVATOR - MINI
2014	TAKEUCHI TB153FR MINI EXCAVATOR	EXCAVATOR - MINI
2016		EXCAVATOR - MINI
2017	YANMAR VIO17 MINI EXCAVATOR	EXCAVATOR - MINI
2003	KUBOTA KX121-3 MINI EXCAVATOR	EXCAVATOR - MINI
2013	DOOSAN DX63-3 MINI EXCAVATOR	EXCAVATOR - MINI
2017	JOHN DEERE 17G MINI EXCAVATOR	EXCAVATOR - WHEELED
2017	KOMATSU WA270-8 WHEEL LOADER	EXCAVATOR - WHEELED
2016	CATERPILLAR M320F WHEELED EXCAVATOR	EXCAVATOR - WHEELED
2015	CATERPILLAR M315D WHEELED EXCAVATOR	EXCAVATOR - WHEELED
2004	JOHN DEERE BACKHOE	EXCAVATOR - WHEELED
2006	JOHN DEERE WHEEL LOADER	EXCAVATOR - WHEELED
2014	JOHN DEERE 744K WHEEL LOADER	EXCAVATOR - WHEELED
2016	KOMATSU WA270-8 WHEEL LOADER	EXCAVATOR - WHEELED
2018	KOMATSU WA270-8 WHEEL LOADER	EXCAVATOR - WHEELED
2018	CATERPILLAR 938M WHEEL LOADER	EXCAVATOR - WHEELED

Attachment: Exhibit G - Ferreira Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
2018	CATERPILLAR 938M WHEEL LOADER	EXCAVATOR - WHEELED
2004	NEW HOLLAND TRACTOR	EXCAVATOR - WHEELED
2009	MITSUBISHI FD50K FORKLIFT	FORKLIFT
1998	YALE 5,000 # CUSHION TIRED FORKLIFT	FORKLIFT
2015	TRACSTAR AT5000110 SERIES 3 FUSION MACHINE	FUSION MACHINE
2016	KAWASAKI MULE PRO KAF1000CGF ATV	GATOR
2001	WHISPER WATT GENERATOR (FOR PUMP SERVICES	GENERATOR
2012	TRAMAC SC28 HYDRAULIC BREAKER (PC55)	HAMMER - HYDRAULIC
	I.C.E. HYDRAULIC POWER UNIT	HAMMER - PILE
	MAGNUM MLT-3060K LIGHT TOWER	LIGHT PLANT
	MAGNUM MLT-3060K LIGHT TOWER	LIGHT PLANT
1995	MAGNUM LIGHT TOWER	LIGHT PLANT
2017	MAGNUM MLT3060K LIGHT TOWER	LIGHT PLANT
2017	MAGNUM MLT3060K LIGHT TOWER	LIGHT PLANT
2012	MAGNUM PRO MLT3060 LIGHT TOWER	LIGHT PLANT
2012	MAGNUM PRO MLT3060 LIGHT TOWER	LIGHT PLANT
2012	MAGNUM PRO MLT3060 LIGHT TOWER	LIGHT PLANT
2012	MAGNUM PRO MLT3060 LIGHT TOWER	LIGHT PLANT
2012	MAGNUM PRO MLT3060 LIGHT TOWER	LIGHT PLANT
2012	MAGNUM PRO MLT3060 LIGHT TOWER	LIGHT PLANT
2009	SUZUKI BOXED MOTOR - Mounted on V612	MOTOR - BOAT
2009	SUZUKI 225 30" SHAFT LENGTH - Mounted on V691	MOTOR - BOAT
2009	SUZUKI 150 25" SHAFT LENGTH - Mounted on V633	MOTOR - BOAT
2012	BLAW-KNOX PF150B ASPHALT PAVER	PAVER
2015	ROADTEC RP-170 ASPHALT PAVER	PAVER
	THOMPSON 8" HYDRAULIC PUMP	PUMP
	THOMPSON 4" WELLPOINT JETTING PUMP	PUMP
	NORTHSTAR 3" CENTRIFUGAL PUMP	PUMP
2013	SCHWING SP750-15D TAG-ALONG CONCRETE PUMP	PUMP
	RAKE- LOADER RAKE 96"	RAKE LOADER
1986	DYNAPAC CS12 - 3 WHEEL ROLLER	ROLLER

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EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
1998	INGERSOLL-RAND DD-24 D/D ROLLER	ROLLER
2002	HYPAC C530AH - 9 WHEEL ROLLER	ROLLER
2017	WACKER RD7A WALK BEHIND ASPHALT ROLLER	ROLLER - ASPHALT
2004	BOMAG VIBRATORY SINGLE DRUM ROLLER	ROLLER - DIRT
2000	INGERSOLL-RAND SD100DB VIBRATORY ROLLER	ROLLER - VIBRATORY
2002	BOMAG BW124D VIBRATORY ROLLER	ROLLER - VIBRATORY
2012	BOMAG BW211D-40 VIBRATORY ROLLER	ROLLER - VIBRATORY
2012	BOMAG BW211D-40 VIBRATORY ROLLER	ROLLER - VIBRATORY
2005	BOMAG BW190AD4 VIBRATORY ROLLER	ROLLER - VIBRATORY
2007	INGERSOLL-RAND DD-90 VIBRATORY ROLLER	ROLLER - VIBRATORY
2007	INGERSOLL-RAND DD-70 VIBRATORY ROLLER	ROLLER - VIBRATORY
2004	STONE WP3100R VIBRATORY ROLLER	ROLLER - VIBRATORY
1998	DYNAPAC CC142 VIBRATORY ROLLER	ROLLER - VIBRATORY
1998	INGERSOLL-RAND DD-24 VIBRATORY ROLLER	ROLLER - VIBRATORY
	ALLEN 255BD.25 ROLLER SCREED	SCREED
2004	DAWSON HYDRUALIC PILE DRIVER	SHEET PILE HAMMER
2013	JOHN DEERE 323D SKID STEER - TRACK LOADER	SKIDSTEER
2016	JOHN DEERE 329E SKID STEER LOADER - TRACKS	SKIDSTEER
2011	TEREX PT30 TRACK SKID STEER LOADER	SKIDSTEER
2004	BOBCAT T300 TRACK SKIDSTEER LOADER	SKIDSTEER
2018	CATERPILLAR 299D2 TRACK SKID STEER LOADER	SKIDSTEER
2019	CATERPILLAR 299D2 TRACK SKID STEER LOADER	SKIDSTEER
2005	BOMAG MPH122 SOIL STABILIZER/RECYCLER	SOIL STABILIZER
2015	CATERPILLAR TL1255D MATERIAL HANDLER	TELEHANDLER
1999	MACK TRACTOR	TRACTOR
2005	PETERBILT TRACTOR	TRACTOR
2018	PETERBILT 389 TRI-AXLE TRACTOR	TRACTOR
1994	MACK RD685S TRACTOR	TRACTOR
2017	FREIGHTLINER 122SD TRACTOR	TRACTOR
2016	ROGERS CN55PL110 - 55 TON LOBOY TRAILER	TRAILER - 55 TON LOBOY
2019	CUSTOM 12T - 19' FLAT DECK TRAILER w/ 4' BEAVERTAIL	TRAILER - BEAVERTAIL

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EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
2009	FLOAT-ON TRAILER	TRAILER - BOAT
2013	MAGIC TILT - TALS 2044 BOAT TRAILER - For MN-1463	TRAILER - BOAT
1991	GREAT DANE 48" BOX TRAILER	TRAILER - BOX
2009	EAST DUMP TRAILER	TRAILER - DUMP
2017	DOWN TO EARTH DTE612DT5.2B- 5.2 TON DUMP TRAILER	TRAILER - DUMP
2005	40' TANDEM GOOSENECK DUAL TRAILER	TRAILER - FLAT
1999	TRAILMOBILE - 48' FLATBED TRAILER	TRAILER - FLAT
2001	GREAT DANE 37' FLATBED TRAILER	TRAILER - FLAT
2007	MANAC EXTENDABLE FLATBED TRAILER	TRAILER - FLAT
2017	TALBERT 60 TON - FLD LOBOY	TRAILER - LOBOY
1981	EVANS LOG TRAILER	TRAILER - LOG
1982	GREAT DANE LOG TRAILER	TRAILER - LOG
1993	WILLIAMS SCOTSMAN mobile field office	TRAILER - OFFICE
	POLE TRAILER	TRAILER - POLE
2001	BUTLER BUP2510 POLE TRAILER	TRAILER - POLE
2011	24' PONTOON TRAILER	TRAILER - PONTOON
2009	EMERSON TR-50 SERIES 7 REEL TRAILER	TRAILER - REEL
1993	SAUBER 1521 - 2 REEL / MATERIAL TRAILER	TRAILER - REEL
1993	SAUBER 1521 - SINGLE REEL / MATERIAL TRAILER	TRAILER - REEL
1993	SAUBER 1521 - SINGLE REEL / MATERIAL TRAILER	TRAILER - REEL
2001	TSE INT'L RCSL-4 - 84"x48" SINGLE REEL TRAILER	TRAILER - REEL
2002	TSE INT'L RCSL-4 - 84"x48" SINGLE REEL TRAILER	TRAILER - REEL
2016	TOW MASTER T-30 THREE REEL TRAILER - T/A	TRAILER - REEL
2017	TOW MASTER T-30 THREE REEL TRAILER - T/A	TRAILER - REEL
2014	JTC 8000 SINGLE REEL TRAILER - S/A	TRAILER - REEL
98	WELLS CARGO ENCLOSED UTILITY TRAILER	TRAILER - UTILITY
2003	INTERSTATE TAG-A-LONG TRAILER	TRAILER - UTILITY
2006	LMT GOOSENECK TRAILER	TRAILER - UTILITY
2014	BIG BLUE ENCLOSED TRAILER	TRAILER - UTILITY
2001	ENCLOSED BIG WHITE DIVE TRAILER	TRAILER - UTILITY
2004	ENCLOSED SMALL WHITE TRAILER (OLD U-HAUL)	TRAILER - UTILITY

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EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
2002	FLAT BLACK TRAILER w/18" RAILS	TRAILER - UTILITY
2016	DIAMOND CARGO 8.5 x 20TA TAG-ALONG-TRAILER	TRAILER - UTILITY
2017	TOWMASTER T-30 TRAILER	TRAILER - UTILITY
2018	CUSTOM 15T - 23' FLAT DECK TRAILER W/ 7' BEAVERTAIL	TRAILER - UTILITY
2014	KAUFMAN TL-3400 TRAILER (TR65)	TRAILER - UTILITY
2014	KAUFMAN TL-3400 TRAILER (TR66)	TRAILER - UTILITY
2014	KAUFMAN TL-3400 DECKOVER TRAILER	TRAILER - UTILITY
1985	CROSLEY TAG-ALONG 20' LEVEL DECK TRAILER	TRAILER - UTILITY
2016	FREEDOM 12' ENCLOSED TRAILER	TRAILER - UTILITY
2003	PIKE 8 TON TAG-ALONG TRAILER	TRAILER - UTILITY
2012	HUDSON BROS. HTD20A 20 TON TILT DECK TAG-ALONG TRAILER	TRAILER - UTILITY
2012	HUDSON BROS. HTD20A 20 TON TILT DECK TAG-ALONG TRAILER	TRAILER - UTILITY
2010	HUDSON BROS. HTD18D 10 TON TILT DECK TAG-ALONG TRAILER	TRAILER - UTILITY
1991	ALLEGHENY CT5T 5TON MATERIAL TRAILER	TRAILER - UTILITY
2017	FREEDOM 7X14TA2 - 3.5 TON ENCLOSED TRAILER	TRAILER - UTILITY
2017	AMERICAN HAULER AFX8516TA4 - 6 TON ENCLOSED TRAILER	TRAILER - UTILITY
2017	AMERICAN HAULER AFX8516TA4 - 6 TON ENCLOSED TRAILER	TRAILER - UTILITY
2017	MAXEY C6S 7 TON TAG-ALONG UTILITY TRAILER	TRAILER - UTILITY
2017	DOWN TO EARTH 7' x 16' TAG-ALONG TRAILER	TRAILER - UTILITY
2000	COACH CRAFT FIBERSPLICE ENCLOSED TRAILER - T/A	TRAILER - UTILITY
2015	LARK UNITED MFG. VT612SA ENCLOSED CARGO TRAILER - S/A	TRAILER - UTILITY
2018	DOWN TO EARTH 7 TON TAG-ALONG TRAILER - T/A	TRAILER - UTILITY
	HOMEMADE TAG-ALONG TRAILER	TRAILER - UTILITY
2019	CYNERGY 7X14TA ENCLOSED TRAILER	TRAILER - UTILITY
2019	MAXXD - DOX10222 - 22' UTILITY TRAILER	TRAILER - UTILITY
2019	DOOLITTLE 25' BRUTEFORCE UTILITY TRAILER	TRAILER - UTILITY
2018	VACTRON CV873SGT TRAILER MOUNTED VAC SYSTEM	TRAILER - UTILITY
2015	VERMEER T755 III COMMANDER TRENCHING MACHINE w/ 12' FOLDING CONVEYOR	TRAILER - VAC
2015	FORD F-750XL ASPHALT DISTRIBUTOR TRUCK	TRENCHER
2009	INTERNATIONAL 7400 TANDEM AXLE w/ TEREX 650-40 MTD AUGER DRILL MOUNTED ON BODY	TRUCK - ASPHALT TACK
2007	INTERNATIONAL 4200 w/ 18' BOX TRUCK	TRUCK - AUGER
		TRUCK - BOX

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EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
2006	CHEVY C-7500 SERVICE TRUCK w/ ALTEC L42M - 42 FT. ARTICULATING & TELESCOPIC ONE MAN BUCKET BODY	TRUCK - BUCKET
2016	FREIGHTLINER M2-106 UTILITY TRUCK w/ ALTEC AA55 - 55 ' ARTICULATING & TELESCOPIC ONE MAN BUCKET	TRUCK - BUCKET
2003	INT'L 7300SFA SERVICE TRUCK w/ ALTEC AM855-MH - 55 FT. ARTICULATING & TELESCOPIC ONE MAN BUCKET BODY	TRUCK - BUCKET
2003	INT'L 4300 SERVICE TRUCK w/ ALTEC AM55-MH - 55 FT. ARTICULATING & TELESCOPIC ONE MAN BUCKET BODY	TRUCK - BUCKET
2011	FORD F-550 SERVICE TRUCK w/ ALTEC AT37G - 42 FT. ARTICULATING & TELESCOPIC ONE MAN BUCKET BODY	TRUCK - BUCKET
2009	CHEVY C-8500 SERVICE TRUCK w/ ALTEC L42M - 42 FT. ARTICULATING & TELESCOPIC ONE MAN BUCKET BODY	TRUCK - BUCKET
2004	INT'L 7300SFA SERVICE TRUCK w/ ALTEC AM450 - 55 FT. ARTICULATING & TELESCOPIC ONE MAN BUCKET BODY	TRUCK - BUCKET
2007	INT'L 7300SFA SERVICE TRUCK w/ ALTEC AM855 - 55 FT. ARTICULATING & TELESCOPIC ONE MAN BUCKET BODY	TRUCK - BUCKET
2006	INT'L 7300SFA SERVICE TRUCK w/ ALTEC AM855 - 55 FT. ARTICULATING & TELESCOPIC ONE MAN BUCKET BODY	TRUCK - BUCKET
2018	DODGE RAM 3500 CAB & CHASSIS FOR CABLE PULLER	TRUCK - CABLE PULLER
2019	CHEVY SILVERADO 1500 DBL. CAB P/U	TRUCK - CHEVY 1500
2019	CHEVROLET SILVERADO 1500 DOUBLE CAB P/U	TRUCK - CHEVY 1500
1995	CHEVY SILVERADO 1500 P/U	TRUCK - CHEVY 1500
2007	CHEVY SILVERADO 1500 EXT. CAB P/U	TRUCK - CHEVY 1500
2007	CHEVY SILVERADO 1500 EXT. CAB P/U	TRUCK - CHEVY 1500
2013	CHEVY SILVERADO 1500XLT EXT. CAB P/U	TRUCK - CHEVY 1500
2013	CHEVY SILVERADO 1500 EXT. CAB P/U	TRUCK - CHEVY 1500
2013	CHEVY SILVERADO 1500 CREW CAB P/U	TRUCK - CHEVY 1500
2013	CHEVY SILVERADO 1500 CREW CAB P/U	TRUCK - CHEVY 1500
2012	CHEVY SILVERADO 2500 CREW CAB 4x4	TRUCK - CHEVY 1500
2019	CHEVROLET SILVERADO 2500 DOUBLE CAB w/ 8' UTIL. BODY	TRUCK - CHEVY 2500
2019	CHEVROLET SILVERADO 2500 DOUBLE CAB w/ 8' UTIL. BODY	TRUCK - CHEVY 2500
2019	CHEVROLET SILVERADO 2500 DOUBLE CAB w/ 8' UTIL. BODY	TRUCK - CHEVY 2500
2019	CHEVROLET SILVERADO 2500 DOUBLE CAB w/ 8' UTIL. BODY	TRUCK - CHEVY 2500
2019	CHEVROLET SILVERADO 2500 DOUBLE CAB w/ 8' UTIL. BODY	TRUCK - CHEVY 2500
2003	CHEVY SILVERADO 2500HD P/U	TRUCK - CHEVY 2500

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EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
2003	CHEVY SILVERADO 2500HD P/U	TRUCK - CHEVY 2500
2002	CHEVY 3500 MECHANIC'S TRUCK	TRUCK - CHEVY 3500
2016	CHEVY SILVERADO 3500 CREW CAB 4X4 DRW W/9FT UTILITY BODY	TRUCK - CHEVY 3500
2018	CHEVROLET COLORADO PICK-UP 4X2	TRUCK - CHEVY SMALL
2007	CHEVY COLORADO CREW CAB P/U	TRUCK - CHEVY SMALL
2002	INTERNATIONAL 5500i T/A FLATBED w/ NATIONAL 1300 (30 TON BOOM CRANE)	TRUCK - CRANE
1997	INTERNATIONAL 4900 BOOM TRK. w/ BED WINCH ALTEC D1000-TB	TRUCK - CRANE
2005	FREIGHTLINER M2-106 - 4x4 RACK BODY w/ ALTEC DL42BR - DIGGER DERRICK	TRUCK - DIGGER DERRICK
2005	FREIGHTLINER M2-106 DIGGER DERRICK w/ ALTEC DM45DC	TRUCK - DIGGER DERRICK
2011	INTERNATIONAL 7300SFA - DIGGER DERRICK w/ ALTEC DC47-BR	TRUCK - DIGGER DERRICK
1995	DODGE RAM 2500 P/U	TRUCK - DODGE 2500
2017	DODGE RAM 2500HD CREW CAB P/U 4x4	TRUCK - DODGE 2500
2017	DODGE RAM 2500HD CREW CAB P/U 4x4	TRUCK - DODGE 2500
2017	DODGE RAM 2500HD CREW CAB UTILITY TRUCK 4x4	TRUCK - DODGE 2500
2017	DODGE RAM 2500HD CREW CAB UTILITY TRUCK 4x4	TRUCK - DODGE 2500
2017	DODGE RAM 2500HD CREW CAB P/U 4x4	TRUCK - DODGE 2500
2017	DODGE RAM 2500HD CREW CAB P/U 4x4	TRUCK - DODGE 2500
2017	DODGE RAM 3500HD CREW CAB UTILITY TRUCK 4x4	TRUCK - DODGE 3500
2017	DODGE RAM 3500HD CREW CAB UTILITY TRUCK 4x4	TRUCK - DODGE 3500
2017	DODGE RAM 3500HD CREW CAB P/U 4x4	TRUCK - DODGE 3500
2017	DODGE RAM 3500HD CREW CAB SHORT BED RACK BODY 4x4	TRUCK - DODGE 3500
2017	DODGE RAM 3500HD CREW CAB UTILITY TRUCK 4x4	TRUCK - DODGE 3500
2020	PETERBILT 337 SINGLE AXLE MASON DUMP w/7YD GALION BODY	TRUCK - DUMP
2000	FORD F-450 CREW CAB MASON DUMP TRUCK	TRUCK - DUMP
2017	CATERPILLAR CT660L TRI-AXLE DUMP TRUCK - AUTO	TRUCK - DUMP
2017	CATERPILLAR CT660L TRI-AXLE DUMP TRUCK-AUTO	TRUCK - DUMP
2017	CATERPILLAR CT660L TRI-AXLE DUMP TRUCK - MANUAL	TRUCK - DUMP
2017	CATERPILLAR CT660L TRI-AXLE DUMP TRUCK - MANUAL	TRUCK - DUMP
2006	FORD F-750 S/AXLE MASON DUMP	TRUCK - DUMP
1993	MACK DM690S DUMP TRUCK	TRUCK - DUMP
1993	MACK DM690S DUMP TRUCK	TRUCK - DUMP

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EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
1993	MACK DM690S DUMP TRUCK	TRUCK - DUMP
1993	MACK DM690S DUMP TRUCK	TRUCK - DUMP
1999	MACK DM690S DUMP TRUCK	TRUCK - DUMP
1999	MACK DM690S DUMP TRUCK	TRUCK - DUMP
2003	MACK DM690S DUMP TRUCK	TRUCK - DUMP
2003	MACK DM690S DUMP TRUCK	TRUCK - DUMP
2018	PETERBILT 337 SINGLE AXLE MASON DUMP w/7YD DEJANA BODY	TRUCK - DUMP
2018	PETERBILT 337 SINGLE AXLE MASON DUMP w/7YD DEJANA BODY	TRUCK - DUMP
2000	FREIGHTLINER FLD11264SD DUMP TRUCK	TRUCK - DUMP
2016	DODGE RAM 5500HD CREW CAB FLATBED TRUCK	TRUCK - FLATBED
2014	ISUZU NPR FLATBED TRUCK	TRUCK - FLATBED
2016	FORD F-150 SUPERCREW 4X4 PLATINUM	TRUCK - FORD F 150
2014	FORD F-150 CREW CAB P/U	TRUCK - FORD F 150
2017	FORD F-150 XLT CREW CAB P/U 4x4	TRUCK - FORD F 150
2018	FORD F-150 REG. CAB PICK UP 4X2	TRUCK - FORD F 150
2018	FORD F-150 REG. CAB PICK UP 4X2	TRUCK - FORD F 150
2016	FORD F-150 CREW CAB 4x4 PICK-UP	TRUCK - FORD F 150
2016	FORD F-150 CREW CAB 4x4 PICK-UP	TRUCK - FORD F 150
2007	FORD F-150 P/U	TRUCK - FORD F 150
2008	FORD F-150 XL EXT. CAB UTILITY TRUCK	TRUCK - FORD F 150
2010	FORD F-150 XL SUPER CAB P/U	TRUCK - FORD F 150
2017	FORD F-250 CREW CAB PICK-UP 4X4	TRUCK - FORD F 250
2018	FORD F-250 CREW CAB PICK-UP 4X4	TRUCK - FORD F 250
2015	FORD F-250 LARIAT - CREW CAB - SHORT BED P/U	TRUCK - FORD F 250
2015	FORD F-250 REG. CAB - LONG BED P/U	TRUCK - FORD F 250
2016	FORD F-250 SUPERCAB PICK-UP	TRUCK - FORD F 250
2016	FORD F-250 SUPERCAB 4x4 PICK-UP	TRUCK - FORD F 250
2016	FORD F-250 SUPERCAB PICK-UP	TRUCK - FORD F 250
2016	FORD F-250 PLATINUM - CREW CAB - SHORT BED	TRUCK - FORD F 250
2018	FORD F-250 CREW CAB 4x4 "LARIAT" P/U	TRUCK - FORD F 250

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EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
2003	FORD F-350XL UTILITY TRUCK	TRUCK - FORD F 350
1997	FORD F-350XL MECHANIC'S TRUCK	TRUCK - FORD F 350
2015	FORD F-350 PICK-UP	TRUCK - FORD F 350
2004	FORD F-350 REG. CAB w/ UTILITY BED	TRUCK - FORD F 350
2016	FORD F-450 CREW CAB W/9FT SERVICE BODY	TRUCK - FORD F 450
2017	FORD F-550 SERVICE TRUCK w/ ALTEC AT37G - 42 FT. ARTICULATING & TELESCOPIC ONE MAN BUCKET BODY	TRUCK - FORD F 550
2017	FORD F-550 SERVICE TRUCK w/ ALTEC AT37G - 42 FT. ARTICULATING & TELESCOPIC ONE MAN BUCKET BODY	TRUCK - FORD F 550
2008	FORD F-550XL CAB& CHASSIS	TRUCK - FORD F 550
2016	FORD F-550 MECHANIC TRUCK w/MAINTAINER SERVICE BODY	TRUCK - FORD F 550
2017	FORD F-550 MECHANIC TRUCK w/MAINTAINER SERVICE BODY	TRUCK - FORD F 550
2016	FORD F-550 MECHANIC TRUCK W/MAINTAINER SERVICE BODY	TRUCK - FORD F 550
2014	FORD F-550 SUPER CAB w/STELLAR MECH. BODY	TRUCK - FORD F 550
2014	GMC SIERRA 1500 4DR. P/U	TRUCK - GMC 1500
2014	GMC SIERRA 1500 4DR. P/U	TRUCK - GMC 1500
2013	GMC SIERRA 1500 EXT. CAB P/U	TRUCK - GMC 1500
2014	GMC SIERRA P/U	TRUCK - GMC 1500
2014	GMC SIERRA P/U	TRUCK - GMC 1500
2017	GMC SIERRA 1500 P/U	TRUCK - GMC 1500
2017	GMC SIERRA 1500 DOUBLE CAB 4X2	TRUCK - GMC 1500
2017	GMC SIERRA 1500 DOUBLE CAB PICKUP 4X2	TRUCK - GMC 1500
2017	GMC SIERRA 1500 DOUBLE CAB PICKUP 4X2	TRUCK - GMC 1500
2017	GMC SIERRA 1500 DOUBLE CAB PICKUP 4X2	TRUCK - GMC 1500
2017	GMC SIERRA 1500 DOUBLE CAB SLE 4X2	TRUCK - GMC 1500
2018	GMC SIERRA 1500 DOUBLE CAB PICK-UP 4X2	TRUCK - GMC 1500
2018	GMC SIERRA 1500 DOUBLE CAB PICK-UP 4X2	TRUCK - GMC 1500
2018	GMC SIERRA 1500 DOUBLE CAB PICK-UP 4X2	TRUCK - GMC 1500
2018	GMC SIERRA 1500 DOUBLE CAB PICK-UP 4X2	TRUCK - GMC 1500
2018	GMC SIERRA 1500 CREW CAB PICK-UP 4X4	TRUCK - GMC 1500
2008	GMC SIERRA 2500HD W/ KSS UTIL. BODY	TRUCK - GMC 2500
2008	GMC SIERRA 2500HD W/KSS UTIL BODY	TRUCK - GMC 2500

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EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
2013	GMC SIERRA 2500HD SLE EXT. CAB 4x4 - 8 FT. BED	TRUCK - GMC 2500
2015	GMC SIERRA 2500HD DOUBLE CAB P/U - 4x4	TRUCK - GMC 2500
2016	GMC 2500 CREW CAB 4X4	TRUCK - GMC 2500
2017	GMC SIERRA 2500 DOUBLE CAB 4X2	TRUCK - GMC 2500
2019	GMC SIERRA 2500 DOUBLE CAB w/ 8' UTILITY BODY	TRUCK - GMC 2500
2019	GMC SIERRA 2500 DOUBLE CAB P/U w/ 8' BED	TRUCK - GMC 2500
2013	GMC SIERRA 3500 SLE w/OMAHA UTILITY BOX	TRUCK - GMC 3500
2013	GMC SIERRA 3500 SLE w/OMAHA UTILITY BOX	TRUCK - GMC 3500
2014	GMC SIERRA 3500 2DR. P/U	TRUCK - GMC 3500
2015	GMC SIERRA 3500HD SLE W/UTILITY BODY	TRUCK - GMC 3500
2015	GMC SIERRA 3500HD SLE W/UTILITY BODY	TRUCK - GMC 3500
2017	GMC SIERRA 3500HD DOUBLE CAB W/READING UTILITY BODY	TRUCK - GMC 3500
2017	GMC SIERRA 3500HD DOUBLE CAB W/READING UTILITY BODY	TRUCK - GMC 3500
2017	GMC SIERRA 3500HD DOUBLE CAB W/READING UTILITY BODY	TRUCK - GMC 3500
2017	GMC SIERRA 3500HD DOUBLE CAB W/READING UTILITY BODY	TRUCK - GMC 3500
2018	GMC SIERRA 3500 DOUBLE CAB w/8' DEJANA BODY 4X2	TRUCK - GMC 3500
2018	GMC SIERRA 3500 DOUBLE CAB w/8' DEJANA BODY 4X2	TRUCK - GMC 3500
2018	GMC SIERRA 3500 DOUBLE CAB w/8' DEJANA BODY 4X2	TRUCK - GMC 3500
2018	GMC SIERRA 3500 DOUBLE CAB w/8' DEJANA BODY 4X2	TRUCK - GMC 3500
2008	GMC 5500 SIERRA W/ CURRY SERVICE BODY	TRUCK - GMC 5500
1996	INTERNATIONAL 4700 ENCLOSED UTILITY TRUCK	TRUCK - INT'L 4700
1994	FREIGHTLINER FL80 FUEL & LUBE TRUCK	TRUCK - LUBE TRUCK
2013	MACK CHU613 FUEL & LUBE TRUCK	TRUCK - LUBRICATION TRUCK
1970	MACK DM487S CAB & CHASSIS	TRUCK - LUBRICATION TRUCK
1999	FORD F-450 STAKE BODY TRUCK	TRUCK - RACK
2013	MITSUBISHI FUSO CANTER 16' RACK TRUCK	TRUCK - RACK
2016	FORD F-550 12' RACK TRUCK 4X4	TRUCK - RACK
2004	INTERNATIONAL 4300 FLAT BED TRUCK	TRUCK - RACK
1995	FREIGHTLINER FLD120 T/A - 18' FLAT BED TRUCK	TRUCK - RACK
2010	INTERNATIONAL 4300 LONG BED RACK w/ WATER TANK	TRUCK - RACK
2017	DODGE RAM 3500HD CREW CAB SHORT BED RACK BODY 4x4	TRUCK - RACK
2011	MACK GU713 w/AMERICAN ROLL-OFF BODY	TRUCK - ROLL-OFF

Attachment: Exhibit G - Ferreira Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

FERREIRA

EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
2016	JEEP CHEROKEE	TRUCK - SUV
2010	GMC YUKON XL DENALI	TRUCK - SUV
2015	GMC YUKON DENALI XL	TRUCK - SUV
2015	JEEP CHEROKEE	TRUCK - SUV
2015	JEEP CHEROKEE	TRUCK - SUV
2015	GMC YUKON DENALI XL	TRUCK - SUV
2015	JEEP GRAND CHEROKEE	TRUCK - SUV
2015	JEEP GRAND CHEROKEE LIMITED	TRUCK - SUV
2017	GMC YUKON XL DENALI	TRUCK - SUV
2017	GMC YUKON DENALI	TRUCK - SUV
2017	JEEP GRAND CHEROKEE LAREDO	TRUCK - SUV
2017	JEEP GRAND CHEROKEE LIMITED 4X2	TRUCK - SUV
2017	JEEP GRAND CHEROKEE LIMITED 4X2	TRUCK - SUV
2018	CADILLAC ESCALADE ESV	TRUCK - SUV
2018	GMC YUKON DENALI	TRUCK - SUV
2016	FORD EXPLORER	TRUCK - SUV
2011	FORD ESCAPE	TRUCK - SUV
2016	JEEP PATRIOT SPORT	TRUCK - SUV
2019	GMC YUKON DENALI	TRUCK - SUV
2003	CHEVY TRAILBLAZER SUV	TRUCK - SUV
2006	CHEVY EQUINOX LT SUV	TRUCK - SUV
2009	CHEVY TRAVERSE SUV	TRUCK - SUV
2014	CHEVY EQUINOX LS SUV	TRUCK - SUV
2014	CHEVY EQUINOX LS SUV	TRUCK - SUV
2014	CHEVY EQUINOX LS SUV	TRUCK - SUV
2014	CHEVY EQUINOX LS SUV	TRUCK - SUV
2014	CHEVY EQUINOX LS SUV	TRUCK - SUV
2017	JEEP GRAND CHEROKEE - OVERLAND EDITION	TRUCK - SUV
2017	JEEP GRAND CHEROKEE LAREDO	TRUCK - SUV
2010	TOYOTA TUNDRA CREW CAB P/U	TRUCK - TOYOTA SMALL
2004	INTERNATIONAL 4300 UTILITY TRUCK w/ FRONT CAPSTAN WINCH	TRUCK - UTILITY
2005	INTERNATIONAL 4200 UTILITY TRUCK	TRUCK - UTILITY
2004	INTERNATIONAL 7300SFA SERVICE TRUCK	TRUCK - UTILITY

Attachment: Exhibit G - Ferreira Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

FERREIRA

EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
1998	FORD LT9513 VACTOR TRUCK w/ 4,000 GAL. TANK & PUMP	TRUCK - VAC
2006	INTERNATIONAL 7400 T/A w/ VACTOR 2112-824RCS-16 - SEWER & JET RODDER SYSTEM	TRUCK - VAC
2019	VACTRON CS870GT TRAILER MOUNTED VAC SYSTEM	TRUCK - VAC
2002	INTERNATIONAL 1652SC STEP VAN	TRUCK - VAN
2000	WORKHORSE P30 STEP VAN	TRUCK - VAN
2005	CHEVY 2500 PANEL VAN	TRUCK - VAN
2005	CHEVY 2500 EXPRESS PANEL VAN	TRUCK - VAN
2010	GMC SAVANA 2500 VAN	TRUCK - VAN
2013	GMC SAVANA 3500 - 15 PASSENGER VAN	TRUCK - VAN
2016	FORD E-350 - 15 SEAT TRANSIT PASSENGER VAN	TRUCK - VAN
1989	FORD F-800 TANK TRUCK w/ 1,500 GAL. TANK & PUMP	TRUCK - WATER
1990	INTERNATIONAL 4900 T/A TANK TRUCK w/ 2,000 GAL. TANK	TRUCK - WATER
1997	FREIGHTLINER FL70 WATER TANK TRUCK	TRUCK - WATER
2006	KENWORTH T-300 T/A WATER TRUCK	TRUCK - WATER
2008	FORD F-650XL WATER TRUCK	TRUCK - WATER
	CLINE WATER TRUCK	TRUCK - WATER
1971	MACK U685ST WATER TRUCK	TRUCK - WATER
1993	MACK DM690S WATER TRUCK	TRUCK - WATER
2006	CATERPILLAR 730E ARTICULATED WATER TRUCK	TRUCK - WATER TRUCK
2007	GMC SIERRA 4X2 3500HD	TRUCK - WELDER
2015	GMC SIERRA 3500 DOUBLE CAB w/8' READING BODY- DUALLY	TRUCK - WELDER
2002	FREIGHTLINER FL70 w/UNDERGROUND PULLER	TRUCK - WINCH
2014	ISUZU NPRHD CONE TRUCK	TRUCK -MOT
	I.C.E. VIBRATORY DRIVER/EXTRACTOR	VIBRATORY DRIVER
2007	MABEY- EXCAV. MOUNTED VIB. HAMMER	VIBRATORY HAMMER
	MULTIQUIP DCI-300SSI WELDER / GENERATOR	WELDER

Attachment: Exhibit G - Ferreira Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

State of Florida
Department of State

I certify from the records of this office that FERREIRA CONSTRUCTION SOUTHERN DIVISION CO. INC. is a New Jersey corporation authorized to transact business in the State of Florida, qualified on April 9, 2004.

The document number of this corporation is F04000001981.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 3, 2022, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Third day of January, 2022



Secretary of State

Tracking Number: 5918948026CC

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

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

Attachment: Exhibit G - Ferreira Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

FERREIRA

Dictinio "Tino" Garcia

SENIOR VICE PRESIDENT

Career Summary

Tino started his career with Ferreira in 1995, on one of the company's first civil projects, our main headquarters, followed by the Burnt Mills Road Bridge for Somerset County. Since then Tino has been a force behind our field operations in both New Jersey and Florida. Tino currently oversees our US Southeast Region Operations. Our Southern Division is heavily involved in civil, marine, and utility infrastructure, with a combined yearly revenue of $60 Million.

As Senior Vice President, Tino promotes a respectful workplace environment, encouraging communication, unity, and teamwork. Tino's excellent leadership and management skills ensure that our heavy civil construction and utility operations are run efficiently and safely while focusing on our client and community relationships, the cornerstone of our business.

Among his many responsibilities, Mr. Garcia tracks project costs from inception to completion. This key role assures that he maintains constant contact with project management and all those onsite, making himself available to all his employees. Tino had developed many substantial relationships since beginning his career and he continues to foster them every day.

Professional Experience

Ferreira Construction Co., Inc. **1995 – Present**
Senior Vice President

M.J. Paquet **1989 – 1995**
Project Engineer

Education

New Jersey Institute of Technology, Newark, NJ
Civil Technology, 1987-1989

Middlesex County College, Edison, NJ
Associate of Science, Civil/Contracting Technology, 1987

Key Skills

- Excels in analyzing and adjusting work procedures for maximum efficiency
- Effectively explains and interprets organizational policies and procedures
- Demonstrates strong personal effectiveness
- Demonstrates highly sophisticated skill and strategies
- Recognizes the need to concentrate on people rather than tasks
- Effectively develops employees
- Continuously finds new and better ways of performing job
- Builds strong sense of teamwork and purpose

Licenses/Affiliations

- Certified Asphalt Paving Technologist
- Florida General Constrictors License
- UTCA – Board of Directors
- Marine Industry of Palm Beach – Board of Directors

Attachment: Exhibit G - Ferreira Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

FERREIRA

ROBERT HIGGINBOTHAM
VICE PRESIDENT

Professional Summary

Mr. Higginbotham is Vice President for Ferreira Construction. He brings more than 25 years of heavy highway and heavy civil construction experience. He has managed and successfully completed roadway improvement projects for Florida Department of Transportation, local municipalities as well as private clients. Robert is a Licensed State of Florida Electrical Contractor and is the Electrical Qualifier for Ferreira Construction Southern. His extensive knowledgeable and experience includes Intelligent Transportation Systems, Traffic Signalization, Roadway Signing, Computerized Traffic Control and Electrical work. Mr. Higginbotham's extensive background has given him the knowledge in completing all aspects of the job, including but not limited to proposal development and budget management; quality control; scheduling; client, agency, and labor union negotiations; coordination with subcontractors and vendors; safety and personnel management.

Professional Experience

Ferreira Construction (2019-Present)
Vice President

Valiant Power South, LLC (2015-2019)
Vice President

The Signal Group, Inc. (1996-2015)
Executive Vice President/General Manager

Achievements:
- Implementation and management of electronic bidding delivery system
- Expanded SGI Fleet and personnel to maintain and operate three divisional offices and warehouses
- Expanded general revenue base by competitive marketing and production

Key Projects

Traffic Signalization, Signing and Highway Lighting Systems
- Palm Beach International Airport AS8
- I-95 Linton Blvd. South to Spanish River (HOV Lane) for the Florida Department of Transportation
- I-95 (SR #5) Linton Road to Hypoluxo Road, Palm Beach County
- I-95 (SR #5) Blue Heron Boulevard to 45th Street, Palm Beach County
- U.S. Highway 1 from Port St. Lucie Boulevard North to Rio Mar Drive, St. Lucie County
- I-95 (SR #5) from Blue Heron Boulevard to PGA Boulevard, Palm Beach County
- S.R.9 (FL Turnpike) to S.R.710 for the Florida Turnpike Authority
- Cross-Town Parkway Corridor for the City of Port St. Lucie; Segments I, II, III, IV, V
- Design Build of five Intersections for Martin County Board of County Commissioners

Attachment: Exhibit G - Ferreira Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Intelligent Transportation Systems

- City of Boca Raton ITS Closed Loop System-Group #4; Installation of ITS and Video Detection
- Indian River County ATMS Groups 3 & 4
- City of Port St. Lucie Master Maintenance for ITS Systems

Affiliations

Florida Transportation Builders Association (FTBA)
Intelligent Transportation Systems of Florida (ITS)

Education/Licenses

Bachelor of Science in Agricultural Economics, Auburn University
State of Florida Electrical Contractor

Training/Certification

State of Florida Electrical Contractor
State of Florida Registered Master Electrician
State of Florida Department of Transportation Managerial and Engineering Seminars
IMSA Intermediate Work Zone Specialist
IMSA Traffic Signal Certification, Level I & Level II

Attachment: Exhibit G - Ferreira Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

FERREIRA

JOHN CIABATTARI
VICE PRESIDENT

Professional Summary

Mr. Ciabattari is Vice President for Ferreira Construction. He brings more than 20 years of marine construction experience to his role. This experience makes Mr. Ciabattari an industry leader more than an industry superintendent. Therefore, his role in maritime projects is pivotal. Moreover, his knowledge foresight allows him to oversee projects under significant time, environmental, and budgetary constraints. His vast knowledge is an invaluable asset to the Ferreira organization.

Professional Experience

Ferreira Construction Company – Southern Division (2011 – Present)
Vice President

Northgate Construction Company (2004 – 2011)
Owner
Managed concrete and excavation company, including advertising, working with clients, preparing estimates, project supervision, permitting with various agencies, customer service, equipment and manpower management, accounts receivable and payable, payroll and daily operations. Heavy equipment operation when required and running the daily field operations. Projects included site work, concrete foundations, and utility installation for commercial projects.

Pile Foundation Construction (1988 – 2004)
Project Manager/Field Superintendent
Managed the day-to-day field operations for a marine construction company. Work included estimating, negotiating change orders, meeting with various city agencies, coordinating subcontractors, ordering materials, supervising manpower and equipment. His daily responsibilities included moving barges, installing temporary work platforms, driving piles, installing sheeting, constructing new bullheads, constructing new piers, underpinning existing foundations, installing caissons with rock sockets, dredging, installing pile wraps, new fender systems and all related concrete work associated with his projects.

Joki Fishing Corp. (1984 – 1988)
Captain
Maintenance, fueling, docking and supervision of crew for a 90-foot sightseeing/fishing boat. Coordinated subcontractors, staff, advertising, accounts receivable and payable, payroll and daily operations.

Professional Licenses

CDL, A license – 100-ton Masters License

Attachment: Exhibit G - Ferreira Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

FERREIRA

Joshua Lee, PSM

LEAD SURVEYOR

Career Summary

Joshua joined Ferreira in 2018, with over 20 years of experience in survey operations. Joshua supervises, assigns, coordinates, reviews, and participates in the work of staff responsible for performing field survey work. Additionally, Joshua will initiate and direct survey projects in progress, check survey measurements and readings for accuracy and consistency. As a leader, Joshua encourages his team to always be open to change and to participate in continuous learning opportunities. Some of Joshua's responsibilities include:

- Plans, organizes, and directs work of one or more survey parties engaged in surveying the Earth's surface to determine precise location and measurements of points, lines, areas, and contours for construction.
- Provides quantity calculations of materials
- Ensures proposed construction specifications are being followed during the course of construction

Professional Experience

Ferreira Southern Construction Co., Inc. **2018 – Present**
PSM, Lead Surveyor

Pinnacle Surveying, LLC **2016-2018**
Director of Survey Operations

Denes Land Surveys **2007-2016**
Land Survey Party Chief

Denuzzio & Associates **2002-2007**
Land Survey Party Chief

Education

University of Florida **2019-2020**
Geomatics Certificate, Geomatics

Palm Beach Atlantic University **1997-2001**
Bachelor of Science, Art

Key Skills

- Excels in analyzing and adjusting work procedures for maximum efficiency
- Effectively develops organizational capabilities and integration of objectives
- Demonstrates natural leadership ability
- Proposes plans of action which are timely, realistic, and positive
- Excels in planning, forecasting, setting objectives, and determining courses of action
- Shows professional concern for quality of work
- Constantly seeks to broaden professional horizons

Training

- OSHA 30
- First Aide/CPR/AED
- FDOT MOT Advanced
- Professional Surveyor and Mapper

Attachment: Exhibit G - Ferreira Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

FERREIRA

Frank J. Peluso Jr. CUSP, EMT
Health and Safety Manager

Professional Summary

Mr. Peluso has been working in the Health and Safety field for over fifteen years developing and instituting safe work practice programs for the construction industry, and public sector. CPR, AED, fall protection, confined space, hazcom, hazwoper are just a few of the many training courses Frank teaches. He has worked on many Industrial, Pharmaceuticals, and Commercial projects throughout the USA which include Merck Pha, Catelent Pha., Navartis Pha, BMS Pha., Exxon Mobil, Phillips66, Motiva, Chevron, Phillips 66, Infinium. Frank has a track record for implementing policies and procedures, site audits on all levels in addition to making HASP's, SSHASP's, and OSHA compliant activities. He has instructed at many training centers, Rutgers, American Heart Association, American Safety, Health Institute and National Safety Council. Mr. Peluso's knowledge and training abilities in Industrial and Construction Health and Safety makes him an asset to the Ferreira Construction Team.

Professional Experience

Ferreira Construction Southern Division Co., Inc. (2018 – Present): Health and Safety Manager, Subcontractor Management, Instructor/Trainer, Auditor, Claims, Purchasing of supplies for safety.

Valiant Companies (2016-2018): Health and Safety Manager, Pre-Bid Analysis (ISNet, Browz, Avetta/Pics), Subcontractor management, Instructor, Auditor, DOT Compliance, Asset Management, & Claims Specialist.

Petillo Inc. (20014-2016): Director of Health and Safety, Trainer, OSHA Compliance, Aerial Photography and Video Specialist.

Haztek Inc. (2013-2014): Health and Safety Professional, Safety Site Coordinator, Hazmat, Confined Space Rescue Lead, OSHA Trainer, Auditor, Inspections, and Lead Trainer.

International Brotherhood of Electrical Workers Local 102 (2005-2018): Union Journeyman A Class, Med. Voltage Splicer, Equipment Operator, Site Emergency Medical Technician , Site Safety Officer.

Pleasant Plains Volunteer Fire Department Station 30 (2002-2017): Fire Fighter, EMT, Extrication Technician, Advanced Rescue Driver Secretary.

Pleasant Plains Volunteer First Aid Squad 33 (2009-2017): Chief Line Officer / EMT / Driver / Engineer / Jr. Cadet Ems Head Advisor.

Toms River Technical Rescue Team (2009-2017): Confined Space Rescue Technician / Man Power / High Angle Rescue / Ropes and Rigging.

Attachment: Exhibit G - Ferreira Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Training

OSHA 502, 500– Construction Industry Instructor
IC-700, 800, 100, 200, 300 – FEMA Incident Command
IM-100 & 200 – FEMA Incident Management
Incident Safety Officer
OSHA 510, 40 Hazwoper, 8 Hazwoper Supervisor
Firefighter Level 1 & 2
Emergency Medical Technician
Extrication Technician
Haz-Mat Awareness & Operations for emergency services
Florida Advanced MOT
New Jersey Traffic Control Coordinator
FPL Switchman Trainer
PSEG Substation Awareness Trainer
NEXTERA Nuclear Radiation Responder & Trainer
AHA & ASHI – Level 9 First Aid/CPR/AED Instructor
NFPA70E
Hazard Communication Trainer
Equipment Trainer (Off-road Fork Lift, Excavator, Skid Steer)
S.T.A.R.T. & NJ State Police – Advanced Confined Space Rescue Specialist
Certified Emergency Vehicle Operator
SCOTT SCBA Specialist & Repair Tech
Medium Voltage Splicing to 75k
High Line Rescue
Wildland Firefighter S130 & S190
Drug and Alcohol Reasonable Suspicion Testing Advocate
NSC Defensive Driving 4 Instructor
C.E.U. Classes: Core 13, Start Triage, Sport Injuries, To Hell and Back Burn Patients, Elevator Emergencies, Diabetic Emergencies, Intel, Children with special needs, Prehospital Stroke Management, Street Drugs, Sport Injuries, Winter Emergencies, Pediatric patient assessment, wind driven fires, Sick or Not Sick.

Attachment: Exhibit G - Ferreira Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

FERREIRA

Nicholas Payne

DIVISION MANAGER, FLORIDA OPERATIONS

Career Summary

Nicholas began his career with the Ferreira Family of Companies in April of 2022 as the Division Manager for our Hobe Sound, Florida Operations. Nicholas has over 25 years of experience in power, industrial, and utility construction, playing a lead role in our Utility Division. He oversees the performance of all our transmission & distribution, water/wastewater, and industrial projects to ensure profitability and timely execution of work while ensuring we are in line with established policies, practices, and procedures and maintaining close contact with the owner during all phases of the work. In addition, He is also responsible for ensuring safety, quality, productivity, and reporting.

His extensive experience working on projects over $80 million, establishing long and short-term planning objectives for our regional office, and effectively managing the overall planning and implementation make him a key asset to our team.

Professional Experience

Ferreira Construction Co., Inc. — **April 2022 – Present**
Division Manager

Williams Industrial Services, LLC — **2012 – 2022**
Director of Operations Manager

Ronco Industrial Group — **1997 – 2012**
Project Manager

Education and Certifications

Florida Community College of Jacksonville, A.S. in Industrial Management Technology

IBEW Electrical Apprenticeship Program

Key Skills

- Effectively communicates management decisions to achieve understanding and acceptance
- Cultivates strengths of teammates, maximizing the use of company resources to accomplish results
- Efficiently organizes, assembles, and arranges resources to meet goals
- Excels in analyzing and adjusting work procedures for maximum efficiency
- Develops programs to improve the effectiveness of the department and overall operation of the organization
- Successfully formulates strategies, tactics, and action plans to achieve results

Licenses

- Florida Underground Utilities License
- Kentucky State Electrical Masters License
- Florida State Electrical Master License

Attachment: Exhibit G - Ferreira Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

FERREIRA

Brian F. Ely

PROJECT MANAGER

Career Summary

Brian joined Ferreira in 2022 as a Project Manager in our Jacksonville, Florida location. Brian began his career in 1982, designing storm drainage and wastewater treatment systems while working alongside various state agencies. Brian owned a successful mechanical and general construction business for 15 years in Florida. He is a licensed general contractor as well as a mechanical contractor. Brian has managed over $200 million dollars of work for private and public utility companies. Brian is also responsible for but not limited to the following:

- Ensures project schedule and budget are clearly defined and understood. Overseeing project budget, forecasting, and cost estimation
- Supervises and manages project team members; sets goals and evaluates the performance
- Demonstrates Ferreira's safety culture by leading a safety-oriented approach to work
- Supervises all activities related to contract administration, change orders, submittals, procurement, and schedule

Professional Experience

Ferreira Construction Co., Inc. **2022 – Present**
Project Manager

Williams Industrial Services LLC **2019 – 2022**
Project Manager

Petticoat Schmitt Civil Contractors **2017 – 2019**
Project Manager

BECC Contracting Inc. **2003 – 2017**
President/CEO

Zachary Construction Corp. **1998 – 2005**
Senior Project Controls Manager

Education

The University of North Florida, Jacksonville, FL
Bachelor of Science, Construction Management - 1990

Key Skills

- Excels in analyzing and adjusting work procedures for maximum efficiency
- Effectively explains and interprets organizational policies and procedures
- Demonstrates strong personal effectiveness
- Demonstrates highly sophisticated skill and strategies
- Recognizes the need to concentrate on people rather than tasks
- Effectively develops employees

Training

- OSHA 10
- Florida General Contractor License # CGC1505925
- Florida Mechanical Contractor License # CMC1249336

Attachment: Exhibit G - Ferreira Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

FERREIRA

Al Vos

PROJECT MANAGER

Career Summary

Al started with Ferreira in 2021 as a project manager for our Jacksonville, Florida location. Al began his career in 1984 in Georgia and has traveled throughout the Continental United States. During his time, Al oversaw power, water, wastewater, and civil construction projects. Additionally, Al has managed regulatory compliance for major power companies located the SE region of the Union States as well as projects for the US Department of Defense. Al understands the importance of safety and promotes a culture of safety, awareness, and training. Al encourages his team to further educate themselves on standards and practices, allowing them to complete their projects safely, on time and within the allotted budget. Some of Al's responsibilities also include but are not limited to:

- Ensures project schedule and budget are clearly defined and understood. Oversee project budget, forecasting, and cost estimation
- Supervises and manages project team members; set goals and evaluate performance.
- Trains and develops direct reports utilizing on-the-job and internal and external training or development opportunities
- Demonstrates Ferreira's safety culture by leading a safety-oriented approach to work

Professional Experience

Ferreira Construction Co., Inc. **2022 – Present**
Senior Project Manager

Williams Industrial Services **2019 – 2022**
Project Manager

Jackson Electrical Authority **2018 - 2019**
Inspector

Williams Industrial Services, LLC **2002 - 2018**
Project Manager

Key Skills

- Cultivates strengths of his team
- Encourages employees to acquire proper skills, attitudes, and knowledge
- Excels in planning, forecasting, setting objectives and determining courses of action
- Demonstrates a systematic approach in carrying out assignments
- Recognizes the need to concentrate on people rather than tasks

Training

- OSHA 30

Attachment: Exhibit G - Ferreira Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)



Detail by Entity Name

Foreign Profit Corporation
FERREIRA CONSTRUCTION CO. INC.

Cross Reference Name

FERREIRA CONSTRUCTION CO. INC.

Filing Information

Document Number	F04000001981
FEI/EIN Number	22-3334957
Date Filed	04/09/2004
State	NJ
Status	ACTIVE
Last Event	DROPPING DBA
Event Date Filed	02/20/2023
Event Effective Date	NONE

Principal Address

31 TANNERY ROAD
BRANCHBURG, NJ 08876

Changed: 01/09/2007

Mailing Address

31 TANNERY ROAD
BRANCHBURG, NJ 08876

Changed: 01/09/2007

Registered Agent Name & Address

ROBERT A. BURSON, P.A.
900 SE OCEAN BOULEVARD
SUITE C-120
STUART, FL 34994

Name Changed: 11/18/2022

Address Changed: 11/18/2022

Officer/Director Detail

Name & Address

Title President

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FERREIRA, NELSON
12630 Seminole Beach Rd
North Palm Beach, FL 33412

Title SR VP

GARCIA, DICTINIO
2836 Biarritz Drive
Palm Beach Gardens, FL 33410

Title SEC, TREASURER

PACHECO, LOU
197 CAROL JEAN WAY
BRANCHBURG, NJ 08876

Title SR VP

DELPOME, BRIAN
42 Philhower Road
lebanon, NJ 08833

Title VP

Seelman, Michael C
16 Ramar Street
Flanders, NJ 07836

Title SR VP

VLIET, NANCY
19 Thomas Rd
Glen Gardner, NJ 08826

Title Sr. Vice President/ CFO

Killian, Jerome
158 Tyler Way
Yardley, PA 19067

Title VP

CIABATTARI, JOHN
1654 SW Foxpoint Trail
PALM CITY, FL 34990

Title VP

GARCIA, DANNY
9804 SW 161 PLACE
MIAMI, FL 33196

Attachment: Exhibit G - Ferreira Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Title VP

HIGGINBOTHAM, ROBERT
12362 152nd St N
JUPITER, FL 33478

Annual Reports

Report Year	Filed Date
2024	01/18/2024
2024	02/08/2024
2025	02/07/2025

Document Images

02/07/2025 -- ANNUAL REPORT	View image in PDF format
10/03/2024 -- AMENDED ANNUAL REPORT	View image in PDF format
02/08/2024 -- AMENDED ANNUAL REPORT	View image in PDF format
01/18/2024 -- ANNUAL REPORT	View image in PDF format
02/20/2023 -- Dropping Alternate Name	View image in PDF format
02/03/2023 -- ANNUAL REPORT	View image in PDF format
11/18/2022 -- Reg. Agent Change	View image in PDF format
03/30/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
01/03/2022 -- ANNUAL REPORT	View image in PDF format
04/23/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
03/10/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
01/05/2021 -- ANNUAL REPORT	View image in PDF format
01/13/2020 -- ANNUAL REPORT	View image in PDF format
05/07/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
01/03/2019 -- ANNUAL REPORT	View image in PDF format
01/03/2018 -- ANNUAL REPORT	View image in PDF format
01/12/2017 -- ANNUAL REPORT	View image in PDF format
01/13/2016 -- ANNUAL REPORT	View image in PDF format
01/06/2015 -- ANNUAL REPORT	View image in PDF format
01/08/2014 -- ANNUAL REPORT	View image in PDF format
01/04/2013 -- ANNUAL REPORT	View image in PDF format
01/03/2012 -- ANNUAL REPORT	View image in PDF format
01/05/2011 -- ANNUAL REPORT	View image in PDF format
02/25/2010 -- ANNUAL REPORT	View image in PDF format
01/05/2010 -- ANNUAL REPORT	View image in PDF format
01/09/2009 -- ANNUAL REPORT	View image in PDF format
01/02/2008 -- ANNUAL REPORT	View image in PDF format
01/09/2007 -- ANNUAL REPORT	View image in PDF format
03/07/2006 -- ANNUAL REPORT	View image in PDF format
01/10/2005 -- ANNUAL REPORT	View image in PDF format
04/09/2004 -- Foreign Profit	View image in PDF format

Attachment: Exhibit G - Ferreira Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Florida Department of State, Division of Corporations

Attachment: Exhibit G - Ferreira Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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

Request for Taxpayer Identification Number and Certification

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

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

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

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

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

Ferreira Construction Co., Inc.

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

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

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

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

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

☐ Other (see instructions)

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

Exempt payee code (if any)

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

(Applies to accounts maintained outside the United States.)

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

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

31 Tannery Rd.

Requester's name and address (optional)

6 City, state, and ZIP code

Branchburg, NJ 08876

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

2	2	–	3	3	3	4	9	5	7

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** | Date 9/6/24

General Instructions

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

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

What's New

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

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

Purpose of Form

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

Attachment: Exhibit G - Ferreira Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

FERREIRA CONSTRUCTION COMPANY, INC.

SCHEDULE OF WORK ON HAND
12 MONTHS ENDED DECEMBER, 31 2023

	Job Number	Job Name	Revenue	Start Date	% Complete
New Jersey					
NJ-PSEG	NEW JERSEY PSEG CONTRACTS				
	2089	PSEG - Transmission - Metuchen to Burlington	$158,976,274	7/31/2018	100%
	2093	PSEG - South Paterson 69KV	$10,026,158	8/24/2018	100%
	2114	PSEG - Paterson Substation 69KV	$9,806,948	6/3/2019	100%
	2116	PSEG - MMC Supply 230 kV GIS Phase 2	$13,609,545	7/11/2019	100%
	2129	PSEG - Harts Lane 69KV	$4,152,006	11/19/2019	100%
	2142	PSEG - RPV Roseland Pleasant Valley Project	$216,620,007	7/31/2020	97%
	2143	PSEG - Kearny Soil Remediation Project	$2,728,104	6/14/2020	100%
	2145	PSEG - MMC Supply 55KV Yard Project	$14,652,627	7/12/2020	75%
	2155	Burns & McDonnell - PSEG Roseland Physical Security Updagrades	$6,039,280	12/7/2020	100%
	2159	PSEG - Ironbound Substation 69kV GIS Phase II Project	$2,603,441	3/28/2020	68%
	2166	PSEG - Woodlynne Substation 69kV & ES2	$17,709,657	5/30/2021	90%
	2167	PSEG - State St Substation 69kV & ES2	$11,366,038	6/6/2021	100%
	2168	PSEG - State St Substation Demolition	$1,143,000	N/A	0%
	2169	PSEG - Foundry River Crossing - 5 Pole Foundations	$3,260,399	5/25/2021	100%
	2170	PSEG - Texas Ave 69 kV Project	$6,897,836	6/16/2021	100%
	2186	PSEG - Plauderville Substation 69kV	$8,720,088	11/24/2021	96%
	2200	PSEG - 2022 Foundation Repairs BU-C E&W	$1,074,972	10/1/2022	100%
	2213	PSEG - Howe Ave Substation 69kV Upgrade	$11,365,945	11/23/2022	79%
	2223	PSEG - Paterson Supplemental Armor Protection Measures	$1,509,869	5/25/2023	52%
	2225	PSEG - Livingston Substation 230kV Class H	$9,413,701	5/28/2023	21%
	2229	PSEG - Sewaren G-2207 & R-2218 Reconfig	$9,598,044	8/17/2023	27%
	2230	PSEG - Laurel Ave Distribution Conduit & MH's	$1,863,000	7/31/2023	19%
	2231	PSEG - Foundation Repairs of Lattice Towers	$2,166,400	8/17/2023	3%
	2234	PSEG - FAME Circuits Matting Supply & Install	$4,491,150	8/28/2023	2%
	Various	NJ-PSEG Small Jobs	$10,697,425		
		Total NEW JERSEY PSEG CONTRACTS	$540,491,913		
NJ-Gas	NEW JERSEY GAS CONTRACTS				
	2130	PSEG - Lyndhurst/Rutherford Gas Main Replacement	$10,055,314	12/13/2019	100%
	2131	PSEG - Clifton Gas Main Replacement	$5,268,935	11/25/2019	100%
	2140	PSEG - GSMP II N Region Gas Main 8-N	$78,830,911	5/30/2020	78%
	2172	PSEG - Toney's Brook Phase II	$2,188,774	7/12/2021	100%
	2176	RE Pierson - Rt38-Rt70 Gas Main Replacement	$18,191,111	9/1/2022	67%
	2202	PSEG - Watchung Gas Main Replacement	$4,271,050	10/13/2022	100%
	2224	PSEG - Edison Gas Main Installation	$7,136,496	6/30/2023	18%
	2226	PSEG - Watchung Phase 2	$11,615,910	6/10/2023	17%
	Various	NJ-Gas Small Jobs	$6,784,536		
		Total NEW JERSEY GAS CONTRACTS	$144,343,038		
NJ-Civil	NEW JERSEY CIVIL CONTRACTS				
	2088	Tutor Perini JV - NWK Airport Term A Utilities	$11,360,576	6/27/2018	100%
	2118	NJDOT - Sign Structure Replacement 2016-1	$11,648,538	7/17/2019	100%
	2135	NJTA - South Maintenance T100.466	$11,123,796	1/30/2020	100%
	2156	NJTA - T100-518 Turnpike S Maint	$9,768,876	2/21/2021	98%
	2163	NJDOT - I-78 WB - Bridge over N Branch of Raritan River	$8,514,444	3/16/2021	97%
	2171	NJDOT - Rt 22 - Rockfall Mitigation	$4,800,000	6/11/2021	100%
	2181	NJTA - T200.596 Turpike Barrier MP 89-122	$3,063,315	10/20/2021	100%
	2182	NJDOT - Rt 78 - Rockfall Mitigation	$32,719,757	10/7/2021	70%
	2183	NJTA - T100.587 - Turpike Deck Reconstruction	$32,905,668	12/13/2021	83%
	2187	NJTA - T100.560 - Tpk Bridge Repairs MP 0-92	$14,353,799	9/1/2022	98%
	2207	Alstom - Priority Repairs Airtrain Guideway Newark	$1,199,101	11/3/2022	69%
	2217	NJTA - Bridge Repairs & Resurfacing MP 0-92 T100.600	$10,036,003	1/23/2023	53%
	2227	Burns & McDonnell - Lanoka Onshore Substation	$4,122,177	6/22/2023	1%
	Various	NJ-Civil Small Jobs	$4,576,089		
		Total NEW JERSEY CIVIL CONTRACTS	$160,192,138		
Total New Jersey Contracts			$845,027,088		

Attachment: Exhibit G - Ferreira Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

FERREIRA CONSTRUCTION COMPANY, INC.

SCHEDULE OF WORK ON HAND
12 MONTHS ENDED DECEMBER, 31 2023

	Job Number	Job Name	Revenue	Start Date	% Complete
MidAtlantic					
MD-MidAt	MIDATLANTIC CONTRACTS				
	1819	PECO - Newlinville 361 Express Cable	$1,330,726	11/1/2023	100%
	1824	Exelon - 2022 ACE Stratford Substation Rebuild	$5,798,520	9/1/2022	99%
	1836	PECO - Eddystone 131 Manhole and Conduit	$4,689,517	4/6/2023	23%
	1839	AECOM Tishman - NJWP Main Substation	$1,234,726	6/15/2023	12%
	1843	Exelon - 1843 Penrose - Manhole Conduit	$3,606,033	8/25/2023	0%
	2233	PSEG - Westville Gas	$1,182,375	8/15/2023	29%
	Various	MD-MidAt Small Jobs	$7,275,601		
		Total MIDATLANTIC CONTRACTS	$25,117,499		
Total MidAtlantic Contracts			$25,117,499		
Florida					
FL-Stu	CENTRAL FLORIDA CONTRACTS				
	4197	FPL - Underground - West	$14,572,262	10/1/2022	100%
	4240	St Lucie - Annual Signal & Light Maint	$2,062,437	10/9/2022	100%
	4246	OHL - Community Asphalt - Turnpike Mainline FDOT	$1,079,176	10/30/2022	100%
	4248	Traffic Management - Electronic Tolling Phase 8	$3,456,907	8/13/2019	83%
	4262	IRC BOCC - SR 60 & 43rd Ave Improvements	$1,369,277	3/19/2020	100%
	4281	FPL - Emergency Storm Response	$3,184,759	9/27/2023	100%
	4290	Felix Associates - Port of St Lucie - Light Pole Repairs	$1,365,145	1/11/2021	100%
	4303	Timothy Rose - 58th Ave Widening - Signal Repair	$1,079,648	10/1/2022	89%
	4304	Ranger - Becker Rd Phase 3 - Lighting	$1,008,854	10/6/2022	100%
	4308	Circle Bay Yacht Club - Seawall and Docks	$2,542,265	2/20/2021	100%
	4324	MCBCC - Infrastructure Const. Maint. 2021	$1,528,759	10/1/2022	100%
	4325	Robins & Morton - Jupiter Medical Center	$4,875,675	9/1/2022	84%
	4330	FPL - LED West Coast PO#46000238	$7,779,419	10/1/2022	100%
	4331	FPL - LED East Coast PO#46000238	$2,313,320	10/1/2022	100%
	4333	NextEra Energy - Piedmont Water Hub	$12,052,010	9/3/2021	99%
	4345	MCBCC - Phipps Park Renovations Phase 2	$3,405,022	9/1/2022	100%
	4350	City of Boynton Beach - Harvey E Oyer Park Marina	$1,302,691	9/15/2022	100%
	4374	Port St Lucie - The Port District - Park and Playground	$12,558,202	9/1/2022	47%
	4384	Felix Associates - Floresta Dr Phase 2	$1,575,551	10/17/2022	28%
	4397	West Palm Beach - Clear Lake Trail & Shoreline	$2,482,798	12/20/2022	83%
	4420	Straticon - Rio Marine Village	$4,682,383	3/20/2023	97%
	4426	OHL - US-1 Jensen E4W38	$1,352,848	7/1/2023	12%
	4429	FDOT - Savannas Suntrail Bike Path E4O88	$10,631,541	6/19/2023	7%
	4434	Robins and Morton - FL Coast Surgical Center	$7,884,879	8/31/2023	1%
	4435	Bound Const - Lotis Wellington I - Civil	$25,000,000	7/19/2023	0%
	4436	Forte Prop LLC - Forte Luxe Seawall	$1,110,065	8/31/2023	23%
	4439	Rosso - Westgate Ave.	$1,540,339	8/31/2023	1%
	Various	FL-Stu Small Jobs	$37,780,190		
		Total CENTRAL FLORIDA CONTRACTS	$171,576,420		
FL-Med	SOUTH FLORIDA CONTRACTS				
	4165	FPL - Duct Bank Work	$4,632,509	10/1/2022	100%
	4271	Poole & Kent - South District WWTP 20601	$1,520,238	5/14/2020	100%
	4272	Poole & Kent - Central District WWTP 20602	$2,281,168	5/15/2020	94%
	4299	FPL - URD Miami	$3,196,135	10/1/2022	100%
	4314	WA Chester - Coconut Grove	$5,268,616	8/16/2021	99%
	4322	FL Keys Aqueduct Authority - Utility Relocations	$1,259,731	5/21/2021	100%
	4332	FPL - LED Dade & Broward PO#46000238	$2,869,768	10/1/2022	100%
	4353	FPL - Miami Beach DB Replacement Program	$1,149,950	N/A	0%
	4358	Fort Lauderdale - Las Olas Isles Utilities	$6,454,919	9/1/2022	77%
	4366	FPL - NW 24th St Duct Bank to Feed	$1,722,856	9/1/2022	57%
	4378	Mears - FPL North Channel Transmission Line Relocation	$2,259,444	9/1/2022	100%
	4379	Laney - Venetian to Alton 69kV HDD	$7,482,896	9/1/2022	88%
	4390	FPL - Wynwood Duct Bank Expansion	$1,313,059	3/20/2023	59%
	4405	FPL - Duct Bank 72nd St Collins Ave & Abbott Ave	$1,401,314	N/A	0%

Attachment: Exhibit G - Ferreira Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

FERREIRA CONSTRUCTION COMPANY, INC.

SCHEDULE OF WORK ON HAND
12 MONTHS ENDED DECEMBER, 31 2023

	Job Number	Job Name	Revenue	Start Date	% Complete
	4430	Whiting Turner - 9th Ave Drainage & Rd Restoration	$1,536,105	N/A	0%
	Various	FL-Med Small Jobs	$12,564,272		
		Total SOUTH FLORIDA CONTRACTS	$56,912,979		
FL-42		DIVISION 42 CONTRACTS			
	4380	Georgia Power - HPFF Manhole Maintenance	$1,579,835	9/4/2022	100%
	Various	FL-42 Small Jobs			
		Total DIVISION 42 CONTRACTS	$1,579,835		
FL-43		DIVISION 43 CONTRACTS			
	4387	City of Tallahassee - Rehabiliation of Anaerobic Digester 3	$6,563,023	10/4/2022	22%
	4413	Jacksonville Electrical Authority - Baymeadows Pump Station	$4,693,690	2/28/2023	42%
	4422	JEA - Circuit 650 69K Reconductor Project	$2,598,942	N/A	0%
	4433	JEA - Pompano Drive Pump Station Upgrade	$3,810,997	7/31/2023	3%
	Various	FL-43 Small Jobs	$815,509		
		Total DIVISION 43 CONTRACTS	$18,482,161		
Total Florida Contracts			$248,551,396		
New York		NEW YORK CIVIL CONTRACTS			
NY-Civil	2056	Skanska - GW Bridge	$29,462,839	12/31/2017	88%
	2099	Delta - BP-002A	$25,981,638	10/7/2018	100%
	2111	Delta - P012	$47,339,385	3/19/2019	100%
	2153	Delta - Concourse F Utility Connections	$4,203,819	11/9/2020	100%
	2157	PANYNJ - JFK - Immediate Repairs	$1,359,257	9/1/2022	100%
	2158	Delta - CCF Advance Civil Utilities	$14,132,551	3/6/2021	100%
	2174	Delta - LGA CCF Civil	$54,086,101	7/21/2021	44%
	2189	Delta - JFK BP005 T4 CCA&CCB Building Expantion	$84,880,381	9/1/2022	96%
	2194	AECOM/Hunt - JFK Terminal 6 Development	$7,436,183	10/27/2022	82%
	2195	PANYNJ - GWB - Priority Improvements - NY	$82,043	7/25/2022	100%
	2199	PANYNJ - GWB - Priority Improvements - NJ	$0	10/1/2022	100%
	2203	Yaboo Fence - JFK T6 Barriers	$1,231,306	12/22/2022	34%
	2209	AECOM - JFK T1 Airside Civil Utilities	$170,095,827	9/26/2022	24%
	2211	Hunt - JFK T6 Remediation Work	$2,007,537	10/13/2022	100%
	2212	Delta - LGA Concourse D - Advance Utility	$6,307,270	10/10/2022	99%
	2214	Delta - LGA Concourse D - Civil	$32,734,380	1/9/2023	59%
	2220	Delta - LGA Concourse D - Civil	$5,526,888	3/31/2023	97%
		Total NEW YORK CIVIL CONTRACTS	$486,867,406		
		NEW YORK CONED CONTRACTS			
NY-ConEd	2091	ConEd - W 42nd St. Substation	$4,183,590	12/31/2018	100%
	2179	ConEd - W82nd St & W83rd St	$3,716,006	10/7/2021	100%
	Various	NY-ConEd Small Jobs			
		Total NEW YORK CONED CONTRACTS	$7,899,597		
Total New York Contracts			$494,767,003		

Attachment: Exhibit G - Ferreira Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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SECTION 00 11 00
CITY OF HOLLY HILL
LOCAL BIDDER PREFERENCE

To account for the financial advantages accruing to the City by the award of a contract to a local business the City has adopted through Purchasing Policy R 2018-30 a local bidder preference.

A bid/proposal from a local business shall receive a bid preference of no greater than 5% (Not to exceed $5,000) of the price submitted by the non-local vender shall be granted with City Commission approval The City, when seeking bids or proposals for commodities or equipment, will notify bidders or proposers that bids or proposals will be evaluated on the basis of this local bidder preference.

A "local vendor" means a vendor or contractor which as of the date of the bid opening, has a valid Business Tax Receipt (BTR) issued by the City of Holly Hill to do business in the City of Holly Hill which authorizes the vendor to provide the goods, services, or construction to be purchased and has a and a physical address located within the limits of Holly Hill from which the vendor operates or performs business. A Post Office Box cannot be used to establish physical address.

A local vender preference of no greater than 5% (Not to exceed $5,000) of the price submitted by the non-local vender shall be granted with City Commission approval.

Attachment: Exhibit H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Not Applicable

SECTION 00 11 00 CITY OF HOLLY HILL
LOCAL BIDDER PREFERENCE

AFFIDAVIT OF ELIGIBILITY LOCAL BUSINESS

All areas of this form are required to be completed. Incomplete forms may be rejected.

LEGAL NAME OF BUSINESS: _____

Physical Address: _____

_____

Mailing Address (if different) _____

_____

Year your business was established in the City of Holly Hill: _____

Business Tax Receipt Number Issued by the City of Holly Hill

BTR Number: _____ Date Issued: _____

Please provide a brief description of the nature of your business and how it relates to the community.

_____

_____

_____

_____

_____

The undersigned states that the foregoing statements are true and correct. The City of Holly Hill reserves the right to verify all information submitted as part of this affidavit. The undersigned acknowledges that the application of Local Bidder Preference is subject to Section 30-78, Code of Ordinances.

By: _____ Sworn to and subscribed before me this _____

day of _____ 20 ____

_____
Signature

_____
Signature of Notary (& Stamp)

Name, Typed or Printed _____

Notary Public, State of _____

Title, Typed or Printed _____

Mailing Address _____

Attachment: Exhibit H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

City, State, Zip Code _____ Telephone Number _____

Personally Known _____ Or

Produced Identification (type of identification) _____

Attachment: Exhibit H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Docusign Envelope ID: 63D30F7C-F93F-4236-A4A8-C693E99B7E79

SECTION 00 30 00
PROPOSAL

FOR

CITY OF HOLLY HILL

LIFT STATION #20 BYPASS PUMP
ITB NO. 25-WW-10-1

(To be completed in Duplicate)

Bidder's Name: Cathcart Construction Company - Florida, LL

Submitted: June 10th, 2025

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

Gentlemen:

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

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

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

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

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

Attachment: Exhibit H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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 #20 BYPASS PUMP

for the City of Holly Hill, Florida, complete in every respect in strict accordance with the drawings, specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed in the "Schedule of Unit Prices: Section 00 31 00" attached and made a part of this Bid. **The bid total is:**

Two Hundred Thirty-One Thousand One Hundred Fifty-Five Dollars and Eleven Cents

(In Words)

Dollars $231,155.11 (In Figures)

COMPLETION TIME OF CONTRACT

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

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

SUPPLEMENTAL REQUIREMENTS

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

Schedule of Unit Prices: Section 00 31 00
Statement of Bidder's Qualifications: 00 32 00

Attachment: Exhibit H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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
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
W9 Request for Taxpayer Identification Number and Certification

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. Bidders are advised that the offering of any alternatives to the sole source supplied equipment will be grounds for rejection of their bid as not responsive. The second category of equipment includes those items where the Owner and Engineer deem there to be more than one acceptable supplier of the particular item listed. The equipment which falls under these two categories is 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

Attachment: Exhibit H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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 H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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SCHEDULE OF MAJOR MANUFACTURERS AND SUPPLIERS

Category I - Sole Source Equipment Items:

Item No.	Spec. No.	Equipment/Material	Manufacturer or Supplier
1.	33 01 30.10	Bypass Pump	Thompson Pump

Category II - Major Equipment Items:

Attachment: Exhibit H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

ALTERNATE MANUFACTURERS/SUPPLIERS

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

Name (signature) Date

Name (typed and printed)

Title

ACKNOWLEDGMENT OF ADDENDA

Attachment: Exhibit H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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: 6/5/25
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

Eleven Thousand Five Hundred Fifty-Seven Dollars and Seventy-Six Cents Dollars ($11,557.76),

made payable to the City of Holly Hill (Owner).

Cathcart Construction Company - Florida, LLC
(Name of Bidder) (Affix Seal)

(Signature of Officer)

Matt Blanton / President
(Title of Officer)

Cathcart Construction Company - Florida, LLC
Name of Bidder

1056 Willa Springs Drive
Address

Winter Springs, Florida 32708
City/State/Zip

407-629-2900
Telephone

Certified General Contractor #GC051005
Certified Utility and Excavation Contractor #CUC057230
Contractor's Florida License Number

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

Matt Blanton / President, John Cathcart / Secretary. David Cathcart / Treasurer

END OF SECTION

Attachment: Exhibit H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

SECTION 00 31 00
SCHEDULE OF UNIT PRICES
CITY OF HOLLY HILL

LIFT STATION #20 BYPASS PUMP
ITB NO. 25-WW-10-1

ITEM NO.	*DESCRIPTION*	*QTY*	*UNIT*	*UNIT COST*	*TOTAL*
1	Mobilization/Demobilization	1	LS	$18,825.00	$18,825.00
2	Preconstruction Video	1	LS	$1,875.00	$1,875.00
3	Field Locate and Expose Existing Utilities	1	LS	$6,012.50	$6,012.50
4	Sitework	1	LS	$13,196.88	$13,196.88
5	Complete Skid Mount Emergency Bypass Pump	1	LS	$97,605.84	$97,605.84
6	Mechanical (Pipe, Valves, and Fittings)	1	LS	$48,390.08	$48,390.08
7	Tie-Ins				
	a) Tie-In Bypass Pump Discharge to Existing Force Main	1	LS	$9,072.17	$9,072.17
8	Electrical	1	LS	$15,625.00	$15,625.00
9	Allowances	1	LS	$6,250.00	$6,250.00
10	MOT	1	LS	$2,440.63	$2,440.63
11	Restoration	1	LS	$9,675.01	$9,675.01
12	As-Built Plans	1	LS	$2,187.50	$2,187.50
				BASE BID TOTAL	$231,155.11

Submitted by: Matt Blanton / President
Contractor: Cathcart Construction Company - Florida, LLC
Address: 1056 Willa Springs Drive, Winter Springs, Florida 32708
Telephone: 407-629-2900 Fax: 321-203-4900
State of Florida Certified General Contractor or Underground Contractor (Required Information)
Licensee: Certified General Contractor & Certified Utility and Excavation Contractor License No: #GC051005 & #CUC057230

Attachment: Exhibit H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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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. Please see Attached Answers Sheets

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 H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Cathcart
Construction Company - Florida, LLC
A Safety Company That Builds Infrastructure Projects
1056 Willa Springs Dr Winter Springs, FL 32708
(407) 629-2900

Statement of Bidder's Qualifications

A. Name of Bidder
- a. Cathcart Construction Company – Florida, LLC

B. Permanent Main Office Address
- a. 1056 Willa Springs Drive, Winter Springs, FL 32708

C. When Organized
- a. 1991

D. If a Corporation, Where Incorporated
- a. Florida

E. How Many Years Have you Been Engaged in the Contracting Business Under Your Present Firm and Trade Name?
- a. 34 years

F. Contracts on Hand
- a. Please see Attached Current Projects

G. General Character of Work Performed by Your Company
- a. Underground Utilities, Site Work, and Road Work

H. Have You Ever Failed to Complete any Work Awarded to You? If so, Where and Why?
- a. No, Never.

I. Provide List of any Lawsuits or Judgements Filed by or Against Your Company in the Last Three Years, indicating the Nature and Outcome.
- a. None, N/A





Attachment: Exhibit H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

J. List the More Important Project Recently Completed by Your Company, Stating the Approximate Cost for Each and the Month and Year Completed.

a. Please see Attached List of Important Projects

K. List Your Major Equipment

a. Please see Attached List of Owned Equipment

L. Experience in Construction Work Similar in Type to This Project

a. Please see Attached List of Important Projects

M. Background and Experience of the Principal Members of Your Organization, Including the Officers.

a. Please see Attached Resumes

N. Credit Available:

a. $20,000,000.00

O. Give Bank Reference

a. Dee Simpson, (407) 342-5666

P. Will you, Upon Request, Fill out a Detailed Financial Statement and Furnish any Other Information That may be Required by the Owner?

a. Yes

Attachment: Exhibit H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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 8:30 AM this 10 day of June, 2025.

Cathcart Construction Company - Florida, LLC
Name of Bidder

By: Matt Blanton / President
Title

State of Florida

County of Seminole

Matt Blanton being duly sworn deposes and says that he is the President of Cathcart Construction Company - Florida, LLC and that the answers to the City of Holly Hill foregoing questions
Name of Organization

and all statements therein contained are true and correct.

Subscribed and sworn to before me this 10 day of June, 2025.

Notary Public

Notary Public State of Florida
Ryan N McClellan
My Commission HH 681874
Expires 10/9/2028

Ryan N McClellan
Notary Public (Print or Type)

My commission expires: 10/9/2028

Attachment: Exhibit H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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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
Lift Station Piping	Central Florida Lift Stations	1) Sanford Lift Stations & Vacuum Pit Conversions 2) Orange City Blue Springs Sewer 3) East Longwood Septic to Sewer
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)

END OF SECTION

Attachment: Exhibit H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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	South Longwood Septic Abatement Phase 2	City of Longwood	Lift Stations, sanitary sewer, Force Main, Septic Abatements, Roadway Cost: $2,983,000.00	Erin Giblin (321) 322-1098	01/18 - 01/19
2	Holly Avenue Streetscapes / Blue Springs Nutrient Reduction	City of Orange City	Sanitary lift statio, stormwater lift station, gravity sewer, sanitary force main, RCP storwater pipe, reclaimed water main, full roadway reconstruction Cost: $6,285,723.00	Mariluz Diaz (386) 775-5472	06/23 - 03/25
3	Walnut St Force Main	Toho Water Authority	Force main extension via open cut and HDD with line stop by-pass Cost: $1,141,109.60	Micah Smart (407) 483-3851	01/23 - 04/23

END OF SECTION

Attachment: Exhibit H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

SECTION 00 41 00
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Cathcart Construction Company - Florida, LLC as Principal and United Fire & Casualty Company of the City of Cedar Rapids State of IA, a corporation existing under the laws of the State of Florida, as Surety, are held and firmly bound unto the City of Holly Hill hereinafter called the Owner, in the sum of Five Percent of Amount Bid----------Dollars ($----------5%----------) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

LIFT STATION #20 BYPASS PUMP

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 H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 10th day of June, 2025 the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF:

N/A

N/A

Witness

N/A (Seal)

N/A (Seal)

N/A (Seal)

Individual or Partner

Cathcart Construction Company - Florida, LLC

1056 Willa Springs Drive

Winter Springs, FL 32708

Address

Cathcart Construction Company - Florida, LLC

Corporate Principal

ATTEST:

Ryan McClellan / Asst. Secretary

President AFFIX CORPORATE SEAL

United Fire & Casualty Company

PO Box 73909

Cedar Rapids, IA 52407-3909

Address

By Jeffrey W. Reich

Jeffrey W. Reich* AFFIX CORPORATE SEAL

United Fire & Casualty Company

Corporate Surety

ATTEST:

Sophia Golecki, Witness

*Attorney-In-Fact & FL Licensed Resident Agent

Title Inquiries: 407-786-7770

END OF SECTION

Attachment: Exhibit H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

KIM E. NIV, JEFFREY W. REICH, SUSAN L. REICH, TERESA L. DURHAM, LISA A. ROSELAND, SONJA AMANDA FLOREE HARRIS, CHERYL A. FOLEY, ROBERT P. O'LINN, SARAH K. O'LINN, EMILY J. GOLECKI, NATHAN K. REICH, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 24th day of January, 2023

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: Kyanna M Saylor
Vice President

State of Iowa, County of Linn, ss:

On 24th day of January, 2023, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Patti Waddell
Iowa Notarial Seal
Commission number 713274
My Commission Expires 10/26/2025

Patti Waddell
Notary Public
My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 10th day of June, 2025.

By: Mary A Bertsch
Assistant Secretary
UF&C & UF&I & FPIC

BPOA0049 1217

Attachment: Exhibit H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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. 25-WW-10-1 for LIFT STATION #20 BYPASS PUMP.

This sworn statement is submitted by Cathcart Construction Company - Florida, LLC whose business address is 1056 Willa Springs Drive, Winter Springs, Florida 32708 and (if applicable) its Federal Employer Identification Number (FEIN) is 46-4740152. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

My name is Matt Blanton 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 H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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 H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

(Signature) _____ Date: 6/10/25

Matt Blanton / President

State of Florida County of Seminole

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Matt Blanton who, after first being sworn by me, affixed his/her signature in the space provided above on this 10 day of June, 2025.

Notary Public State of Florida
Ryan N McClellan
My Commission HH 601874
Expires 10/9/2028

_____
Notary Public

My Commission Expires: 10/9/2028

Attachment: Exhibit H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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: Cathcart Construction Company - Florida, LLC

SIGNED BY: _____

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

TITLE: Matt Blanton / President

ADDRESS: 1056 Willa Springs Drive

CITY AND STATE: Winter Springs, Florida 32708

TELEPHONE: 407-629-2900

COMPLETION TIME: 150 days to substantial completion with final completion within 30 days following.

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 H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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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
Matt Blanton / President

END OF SECTION

Attachment: Exhibit H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

SECTION 00 48 60

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Project Number: ITB # 25-WW-10-1

Up on 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: Cathcart Construction Company - Florida, LLC

Authorized representative (printed): Matt Blanton / President

Authorized representative (signature): _____

Date: 6/10/25

END OF SECTION

Attachment: Exhibit H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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

Request for Taxpayer Identification Number and Certification

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

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

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

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

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

Cathcart Construction Company - Florida, LLC

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

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

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

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

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

☐ Other (see instructions)

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

Exempt payee code (if any)

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

(Applies to accounts maintained outside the United States.)

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

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

1056 Willa Springs Drive

Requester's name and address (optional)

6 City, state, and ZIP code

Winter Springs, FL 32708

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

4	6	–	4	7	4	0	1	5	2

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person

Date 6/1/25

General Instructions

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

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

What's New

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

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

Purpose of Form

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

Attachment: Exhibit H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Section 00 48 80

Affidavit of E-Verify Requirements Compliance

ITB 25-WW- Lift Station 20 Bypass Pump

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.

Cathcart Construction Company - Florida, LLC 1056 Villa Springs Drive, Winter Springs, Florida 32708

Consultant/Contractor Name and Address

Signature

Matt Blanton / President

Name and Title

Attachment: Exhibit H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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 Boxes	$10,500.00
Benching/Sloping	$1,700.00
Ladders	$500.00

Twelve Thousand Seven Hundred Dollars
(Cost in Words)

TOTAL $ 12,700.00

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

COMPANY NAME: Cathcart Construction Company - Florida, LLC

DATE: 6/10/25 BY: _____
Matt Blanton / President

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

Attachment: Exhibit H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

SECTION 00 62 00
CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Ryan McClellan, certify that I am the Assistant Secretary of the corporation named as Principal in the within Bid Bond; that Matt Blanton 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.

Ryan McClellan/Asst. Secretary

AFFIX CORPORATE SEAL

END OF SECTION

Attachment: Exhibit H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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			
	_____		$	
	_____		$	

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 Matt Blanton / President
A complete copy of this form with original signature must accompany bid.

Attachment: Exhibit H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Volusia County
FLORIDA

County of Volusia
Community Assistance
121 W. Rich Avenue
DeLand, FL 32720

EQUAL HOUSING OPPORTUNITY

Section 3 Business Concern Certification

This document must be completed and returned from the primary bidder with their bid submission. Bids submitted for certain federally assisted projects that do not include this completed document may be considered non-responsive and not be eligible for award.
This document may be required from all sub-contractors prior to project award as well.

Project Name: LIFT STATION #20 BYPASS PUMP
Agency Name: Cathcart Construction Company - Florida, LLC
Contact person: Matt Blanton Title: President
Address of business: 1056 Willa Springs Drive, Winter Springs, Florida 32708
Telephone number: 407-629-2900 Fax number: 321-203-4900
E-mail address: mblanton@cathcartconstructioncompany.com
Federal Employer Identification Number/SSN: 46-4740152

1. Type of business:
(Check one) ■ Corporation ☐ Sole Proprietorship ☐ Partnership ☐ Joint Venture

2. Type of Contractor for project: *(Check one)* ■ Prime Contractor ☐ Sub-Contractor

3. Check where applicable and provide required documentation*:

■ The business is **NOT** claiming a Section 3 Business Concern status.

☐ The business **IS** claiming a Section 3 Business Concern status based on the following:

☐ 51% or more of the business is owned and controlled by low- or very low-income persons

2024 AMI →
Maximum annual gross income for very low-income individual: $29,000
Maximum annual gross income for low-income individual: $46,400

☐ Over 75% of the labor hours performed for the business over the prior three-month period were performed by Section 3 workers

☐ 51% or more of the business is owned and controlled by current public housing residents or residents currently living in Section-8 assisted housing

**To be considered; documentation from within the last six-month period for the criteria selected must be provided.*

I certify to the best of my knowledge that the information contained here within is true and correct.

Print name: Matt Blanton
Signature:
Date: 6/10/25
Title: President

NOTE: Volusia County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the reports in their files for a minimum of five years after completion of the project.

Attachment: Exhibit H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Mead & Hunt

Addendum No. 1

Project Name:	Lift Station #20 Bypass Pump	Client:	City of Holly Hill
Project Location:	Holly Hill, Florida	Client Representative:	Steve Juengst
Project Number:	1000710-250981.01	Mead & Hunt, Inc. Manager:	Carl Albano, PE, PMP
Date:	June 5, 2025	Mead & Hunt Inc. Phone:	(386) 761-6810

TO ALL BIDDERS: You are requested to make all changes and/or additions contained in this Addendum to the Bidding Documents. Failure to acknowledge this Addendum in Proposal shall result in rejection of bid.

BID DATE AND TIME SHOULD CORRESPOND TO DATE AND TIME INDICATED IN ADVERTISEMENT FOR BIDS, UNLESS DATE AND TIME HAS BEEN CHANGED IN THIS OR PREVIOUS ADDENDUMS.

I. GENERAL

A. Bids will be received until June 10, 2025 at 2:00 PM.

II. SPECIFICATIONS

INFORMATION PROVIDED DURING PRE-BID MEDETING

1. City provided hard copies of the attached "Pre-Bid Meeting_5-28-25_CDBG Requirements" to those in attendance.

QUESTIONS

1. Is this project subject to state bill SB 674, which went into effect on July 1, 2024?
   Answer: Yes. The project is subject to state bill SB 674. Note the project is publicly funded through the Volusia County Community Development Block Grant (CDBG) program and follows formal procurement procedures under Florida Statutes 287.133(3)(a) and 255.05.

2. Is this project subject to BABAA or any other federal requirement for domestically made products?
   Answer: Yes. The project is subject to the Build America, Buy America (BABA) Act. The project is federally assisted and subject to other federal requirements as referenced on page 377 of the technical specifications.

3. If domestic materials will be needed, what materials will fall under this requirement?

Attachment: Exhibit H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Answer: The following materials are subject to domestic sourcing requirements:

a. *Iron and steel components (e.g., piping, valves, fittings, rebar)*
b. *HDPE components (e.g. piping, fittings)*
c. *The bypass pump system (including the skid-mounted pump, housing, and floats)*
d. *Electrical components (e.g., conduit, wiring, controls)*
e. *Note: The project is subject to BABA and it is the Contractor's responsibility to ensure compliance to BABA requirements.*

4. If State of Florida or Federal funds are being used, where are those funds coming from?*Answer: The project is funded through Federal Funds provided through the FY 2024/25 Community Development Block Grant (CDBG) Program administered by Volusia County.*

5. Can the City provide a copy of the Engineer's Opinion of Probable Cost?
Answer: Yes, see the attached Engineer's Opinion of Probable Cost.

6. Will 'or equal' alternatives be considered for the proposed bypass pump system?"
Answer: : Due to the critical nature of this application and the need to ensure reliability, compatibility, and performance under emergency conditions, "or equal" alternatives will not be considered. This bypass pumping system is intended for deployment during emergency events, where immediate functionality is essential. In accordance with Florida Statute § 287.057(3)(a), which permits emergency procurement without competitive solicitation, only the specified system will be accepted. Compatibility with existing infrastructure and current bypass pumping systems is vital to ensure operational readiness and to avoid failures or delays that could result from integrating untested alternatives.

7. For the Minority and Women Business (MWBE) form, are there specific goals or benchmarks the contractor must meet?
Answer: There are no specific benchmarks or goals required for this form. However, the contractor awarded the project is required to complete and submit it.

8. Do you have the flows, head pressure, and what kind of down time we have as far as being able to shut the station down for the tie in.
Answer: Contractor may request City staff provide flows expected during construction and down time available. Per the FDEP General Permit for the project (Permit # 0202632-026), average flow to station is 98,160 GPD and maximum flow is 392,640 GPD. Design head/flow conditions for the bypass pump are included in the design drawings.

END OF ADDENDUM

Attachment: Exhibit H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Disclaimer: This addendum was posted on Vendor Link. It is the sole responsibility of the bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

Attachment: Exhibit H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Cathcart
Construction Company - Florida, LLC

A Safety Company That Builds Infrastructure Projects

1056 Willa Springs Dr Winter Springs, FL 32708
(407) 629-2900

Current Contracts:

- City of Casselberry: Queens Mirror Nutrient Reduction Facility
  - Contract Amount: $3,219,230.00
  - Start Date: June 2024
  - Contract End Date: July 2025
  - Completion Percent: 70%

- Orange County: Force Main R/R East Area Package 4
  - Contract Amount: $3,529,630.00
  - Start Date: April 2025
  - Contract End Date: February 2026
  - Completion Percent: 7%

- City of Casselberry: Northgate Ph1 WM Improvements
  - Contract Amount: $2,749,642.00
  - Start Date: October 2024
  - Contract End Date: August 2025
  - Completion Percent: 55%

- City of Winter Haven: Lake Elbert Trail
  - Contract Amount: $10,061,226.50
  - Start Date: January 2024
  - Contract End Date: July 2025
  - Completion Percent: 80%

- City of Apopka: Camp Wewa Wastewater Extension
  - Contract Amount: $1,495,375.00
  - Start Date: October 2024
  - Contract End Date: August 2025
  - Completion Percent: 90%

TOP WORK PLACES 2023 Orlando Sentinel

TOP WORK PLACES 2024 Orlando Sentinel

Attachment: Exhibit H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

- City of Cocoa: Fiske Blvd
  - Contract Amount: $5,471,014.80
  - Start Date: January 2024
  - Contract End Date: August 2025
  - Completion Percent: 85%

- Orange County: Bates Road Bridge Replacement
  - Contract Amount: $7,279,702.00
  - Start Date: May 2025
  - Contract End Date: February 2026
  - Completion Percent: 1%

- Pinellas County: Mobile Home Communities Packages 2 & 3
  - Contract Amount: $26,014,273.00
  - Start Date: November 2024
  - Contract End Date: December 2025
  - Completion Percent: 24%

- City of Orange City: Septic to Sewer
  - Contract Amount: $3,761,865.00
  - Start Date: February 2025
  - Contract End Date: November 2025
  - Completion Percent: 10%

Attachment: Exhibit H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Owned Equipment			
Decription	Make	Model	Quantity
Broom Tractor	LayMor	300	3
Compact Excavator	Takeuchi	TB240	1
Compact Track Loader	Bobcat	T590	1
Compact Track Loader	Bobcat	T595	1
Compact Track Loader	Case	TV450B	1
Compact Track Loader	John Deere	331G	1
Compact Track Loader	John Deere	333G	1
Compact Track Loader	Kubota	90	1
Compact Track Loader	Kubota	95	2
Compact Track Loader	Kubota	97	1
Compact Track Loader	Takeuchi	TL8R2	2
Dover	John Deere	450J	1
Drum Roller	Hamm	H5i	2
Drum Roller	Hamm	H7i	3
Roller	Sakai	SV414ND	1
Dump Truck	Ford	F650	1
Excavator	Takeuchi	TB240	1
Excavator	Caterpillar	310	1
Excavator	Caterpillar	325	2
Excavator	Hitachi	ZX85	2
Excavator	Hitachi	135US	1
Excavator	Hitachi	ZX345	2
Excavator	Hitachi	345	1
Excavator	John Deere	85G	2
Excavator	John Deere	160G	1
Excavator	Komatsu	138	1
Excavator	Linkbelt	145X4	1
Dozer	John Deere	450	1
Flatbed Hauler	Ford	F350	2
Grader	John Deere	620	1
Grader	John Deere	670	1
Mini Excavator	Bobcat	E45	4
Mini Excavator	Bobcat	E85	2
Mini Excavator	Bobcat	E80	1
Mini Excavator	Caterpillar	305	1
Mini Excavator	John Deere	331G	1
Mini Excavator	John Deere	35G	2
Mini Excavator	John Deere	135P	4
Mini Excavator	John Deere	85G	2
Mini Excavator	John Deere	26G	1
Mini Excavator	John Deere	60P	1
Mini Excavator	Hitachi	ZX60	1
Wheel Loader	Case	321F	1
Wheel Loader	Case	821	1
Wheel Loader	Doosan	DL220-3	3
Wheel Loader	Hitachi	ZW80	1
Wheel Loader	Hitachi	ZW180	2
Wheel Loader	John Deere	544	1

Attachment: Exhibit H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Wheel Loader	John Deere	644K	1
Wheel Loader	John Deere	644L	1
Wheel Loader	John Deere	304L	1
Wheel Loader	John Deere	544G	5
Wheel Loader	John Deere	444G	2
Wheel Loader	John Deere	204G	2
Wheel Loader	John Deere	304G	1
Wheel Loader	Komatsu	270-8	3
Wheel Loader	Komatsu	270-7	1

Attachment: Exhibit H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/2/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LRA Insurance P.O. Box 948173 Maitland FL 32794	CONTACT NAME: Jeffrey Larson PHONE (A/C, No, Ext): (407) 838-3445 FAX (A/C, No): (407) 838-3460 E-MAIL ADDRESS: jlarson@lrainsurance.com
INSURED Cathcart Construction Company - Florida, LLC 1056 Willa Springs Drive Winter Springs FL 32708	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Westfield Insurance Company — 24112 INSURER B: Bridgefield Employers Ins Co — 10701 INSURER C: Westchester Surplus Lines Ins Co — 010172 INSURER D: Westfield Specialty Insurance Company — 16992 INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 25-26 **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			TRA0975947	4/7/2025	4/7/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 150,000
D	Professional Liability						MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC						PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
				CPP-426636K-00	7/10/2024	7/10/2025	Professional Liability	$ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			TRA0975947	4/7/2025	4/7/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							PIP-Basic	$ 10,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE			TRA0975947	4/7/2025	4/7/2026	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
	DED X RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			0830-53545	4/7/2025	4/7/2026	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Pollution			G4682765A 008	10/20/2024	10/20/2025	Each Occurrence/Aggregate	$1M ea/$2M agg
A	Inland Marine			TRA0975947	4/7/2025	4/7/2026	Leased & Rented Equipment	$700,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
For Informational Purposes Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE B Williamson/JLARSO

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Attachment: Exhibit H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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

CATHCART, JOHN THOMAS

CATHCART CONSTRUCTION COMPANY - FLORIDA, LLC
1056 WILLA SPRINGS DRIVE
WINTER SPRINGS FL 32708

LICENSE NUMBER: CGC051005

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/21/2024

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.

Attachment: Exhibit H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

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

CATHCART, JOHN THOMAS

CATHCART CONSTRUCTION COMPANY - FLORIDA, LLC
2564 CONNECTION POINT
OVIEDO FL 32765

LICENSE NUMBER: CUC057230

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/21/2024

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.

Attachment: Exhibit H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

March 17,2025

CATHCART CONSTRUCTION COMPANY - FLORIDA, LLC
1056 WILLA SPRINGS DRIVE
WINTER SPRINGS, FLORIDA 32708

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, MINOR BRIDGES, SIDEWALK, CURB & GUTTER, DITCH PAVEMENT, DRIVEWAYS, LIFT STATIONS, RIP RAP, UNDERGROUND UTILITIES (WATER & SEWER)

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2026.**

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

Attachment: Exhibit H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Detail by Entity Name

Florida Limited Liability Company
CATHCART CONSTRUCTION COMPANY - FLORIDA, LLC

Filing Information

Document Number	L14000021124
FEI/EIN Number	46-4740152
Date Filed	02/06/2014
State	FL
Status	ACTIVE
Last Event	LC DISSOCIATION MEM
Event Date Filed	05/16/2014
Event Effective Date	NONE

Principal Address

1056 WILLA SPRINGS DR
WINTER SPRINGS, FL 32708

Changed: 04/29/2022

Mailing Address

PO BOX 195788
WINTER SPRINGS, FL 32708

Registered Agent Name & Address

CATHCART, DAVID
1056 WILLA SPRINGS DR
WINTER SPRINGS, FL 32708

Name Changed: 04/26/2015

Address Changed: 04/29/2022

Authorized Person(s) Detail

Name & Address

Title MGR, President

BLANTON, MATT
PO BOX 195788
WINTER SPRINGS, FL 32719

Attachment: Exhibit H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Title MGR

CATHCART, DAVID
PO BOX 195788
WINTER SPRINGS, FL 32719

Title Manager, CEO, Secretary, Attestations

Cathcart, John
2564 Connection Point
Oviedo, FL 32765

Title Asst. Secretary, FOR ATTESTATIONS ONLY

MCCLELLAN, RYAN
1056 WILLA SPRINGS DRIVE
Winter Springs, FL 32708-5214

Annual Reports

Report Year	Filed Date
2023	03/15/2023
2024	03/14/2024
2025	05/06/2025

Document Images

05/06/2025 -- ANNUAL REPORT	View image in PDF format
03/14/2024 -- ANNUAL REPORT	View image in PDF format
03/15/2023 -- ANNUAL REPORT	View image in PDF format
04/29/2022 -- ANNUAL REPORT	View image in PDF format
04/22/2021 -- ANNUAL REPORT	View image in PDF format
08/18/2020 -- ANNUAL REPORT	View image in PDF format
04/29/2019 -- ANNUAL REPORT	View image in PDF format
04/29/2018 -- ANNUAL REPORT	View image in PDF format
03/30/2017 -- ANNUAL REPORT	View image in PDF format
04/14/2016 -- ANNUAL REPORT	View image in PDF format
04/26/2015 -- ANNUAL REPORT	View image in PDF format
05/16/2014 -- CORLCDSMEM	View image in PDF format
02/06/2014 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

SEMINOLE COUNTY BUSINESS TAX RECEIPT

PO BOX 630, SANFORD, FL 32772 • 407-665-1000
WWW.SEMINOLECOUNTY.TAX

VALID THROUGH 09/30/25

CATHCART CONSTRUCTION COMPANY-FLORIDA LLC
1056 WILLA SPRINGS DR
WINTER SPRINGS, FL 32708

Account #: 157615

REGULATED
License # - GCG051005
Qualifier- JOHN THOMAS CATHCART

MATTHEW T BLANTON (OFFICER)

Receipt #: 40222024091200291 Amount Paid: $ 45.00 Date Paid: 09/12/2024

BUSINESS OWNER, PLEASE NOTE THE FOLLOWING:

• **DISPLAY THE ABOVE RECEIPT PROMINENTLY:** This Business Tax Receipt shall be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County. Upon failure to do so the business shall be subject to the payment of another business tax for the same business or profession.

• **RENEW THIS TAX BEFORE IT EXPIRES:** Pursuant to Florida Statutes, all Business Tax Receipts shall be issued by the Tax Collector beginning July 1st of each year, and it shall expire on September 30th of the succeeding year. Those Business Tax Receipts issued as renewal accounts beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total penalty shall not exceed 25% of the business tax for the delinquent establishment (Florida Statute [FS] 205.053 [1]).

A 25% penalty shall be imposed on any individual engaged in any new business or profession without first obtaining a Seminole County Business Tax receipt ([FS] 205.053 [2]).

This Business Tax Receipt is only a receipt for business taxes paid. It does not permit the taxpayer to violate any existing regulatory or zoning laws of the state, county, or municipality, nor does it exempt the taxpayer from any other required licenses, registrations, certifications, or permits. Business Tax requirements are subject to legislative change.

REPORT ALL CHANGES: The holder of this Business Tax Receipt is required to report a change in the following: Ownership, Business Location, Mailing Address, or any other information that would alter the status of the current year's information. This includes, but is not limited to, the loss of or a change in a State or Regulatory License which was used to qualify for the business identified on the current County Business Tax Receipt. If you have any changes to report, contact the Business Tax Department at 407-665-7636.

CATHCART CONSTRUCTION COMPANY-FLORIDA LLC
1056 WILLA SPRINGS DR
WINTER SPRINGS, FL 32708

Attachment: Exhibit H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

CATHCART CONSTRUCTION COMPANY - FLORIDA, LLC

● Active Registration

Unique Entity ID:
MHV9M8ZKK619

CAGE/NCAGE:
740Y3

Doing Business As:
(blank)

Physical Address:
2564 CONNECTION PT
OVIEDO, FL 32765-9086 USA

Expiration Date
Mar 19, 2026

Purpose of Registratic
All Awards

Attachment: Exhibit H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Justin Williams

Professional Experience:

Cathcart Construction Company - Florida, LLC

General Superintendent January 2021 – Present

- Management of multiple infrastructure projects
- Communicate with project managers, foremen, and subcontractors to coordinate, direct and delegate daily and weekly activities.
- Supervise projects to complete on-schedule and meet budget.
- Ensure customer satisfaction.
- Train team members.

Project Superintendent December 2019 – January 2021

- Supervise various infrastructure projects.
- Coordinate project schedule with subcontractors and CCC workforce
- Focus on client's construction needs and requirements.
- Key projects included emergency repair jobs, storm basin project, etc.

Jon M. Hall – Superintendent 2016 – 2019

- Creation of a 40-acre retention pond includes installing a gravity wall and dock utilizing sheet piles.
- Clearing, underground utilities, earthwork, and paving at Sendero Cove Phase 2.
- Overseeing site work to construct commercial complex at Viera Commercial Center including excavating & hauling 1.25 million cubic yards of dirt, installing lift stations to depths up to 35'using slide rail systems, source & install underground utilities, and oversaw concrete & paving work.

Jr. Davis Construction – Superintendent 2013 – 2015

- Ensuring BMPs are used create a safe and efficient working environment.
- Attending progress meetings with engineers, city, and county officials.
- Simultaneously overseeing four projects.
- Coordinating crews, subcontractors, vendors, and material supplies.
- Total projects valued 30 million, including installation of C-Boxes, Baffle Boxes, Sewer Manholes, Lift Stations, and Water Lines at Disney Springs.

RCS Construction – Foreman / Superintendent 2010 – 2013

- Ensured BMPs are used to create a safe and efficient working environment.
- Attended progress meetings with engineers, city, and county officials.
- Coordinated operating crews and subcontractors.
- Oversaw lift station and storm pipe installation projects.

Licenses/Certificates:

- Confined Space
- Competent Person
- SWPPP Certified Inspector

Attachment: Exhibit H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

MATTHEW BLANTON
Project Executive/Principal

Professional Experience:

Cathcart Construction Company, Winter Springs, FL
President 2014-Present
- Direct operations of Company
- Develop marketing and sales strategy
- Delegate departmental responsibilities
- Manage sales and operations
- Focus on client's construction needs and requirements
- Implement and improve Company's policies and procedures

Cathcart Contracting Company, Winter Springs, FL 1997-2013
President 2005-2013
- Executive determinations of all aspects of company
- Lead over 100 employees
- Develop marketing and sales strategy
- Oversaw subcontractors and suppliers
- Manage sales and operations

Vice President and Operations Manager 1997-2005
- Supervised all aspects of operations, including private & public sectors; highway construction and utility infrastructure
- Coordinated project managers, superintendents and purchasing personnel.
- Oversaw estimating for paving, drainage, utilities work for State of Florida, Orange and Seminole Counties and multiple municipalities throughout Central Florida
- Managed construction of communication sites for Alltel Communications, State of Fla. JTF, Quest, Motorola, American Tower, OPM, Time Warner Cable & Aero Communications.

CFDFL, ATC, Orlando, Fl. 1994-1997
Program Manager
- Supervised counselors and case workers for the treatment and rehabilitation of incarcerated youths.

EDUCATION:
- Georgia Southern University –BS Law Studies 1993
  -Sociology

LICENSES & QUALIFICATIONS:
- State of Tennessee (Qualifier)
  - Certified General Contractor – HC, HRA, MU, S-CELL COMMUNICATION TOWERS,
  - BC-B UNLIMITED
- State of North Carolina (Qualifier)
  - General Contracting – Unlimited
- State of South Carolina (Qualifier)
  - General Contractor – BD-5

PERSONAL:
- Follower of Jesus Christ
- Family Activities
- Running

Attachment: Exhibit H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Tracy McIntosh, CSP

4967 Pepper Circle, E206
Naples, Florida 34113
mcintoshsafety@gmail.com | 239.399.4104

Professional Summary

Driven health, safety, and environmental professional with more than 33 years working experience along with more than 14 years of strategic leadership experience committed to improving operational outcomes and driving company culture success. Pinpointing risk scenarios inherent in company processes has led to ensuring the safety of employees, third party agents, and clients while maximizing revenue.

Holding prestigious certifications such as CSP (Certified Safety Professional) and OSHA Outreach Instructor, I bring a wealth of experience across diverse industries including construction, manufacturing, chemicals, and supply chain. This broad expertise is channeled into process improvement, safety performance tracking, risk assessment, and comprehensive risk management while collaborating with leadership at all levels to develop robust business strategies, organizational development, and sustainable operations, while leveraging innovation and information technology to minimize risks.

Skills

Team building and Leadership • Safety Program Development • Environmental and Safety Management Systems • Process Safety Management • Safety Training Instruction and Development • Safety Compliance Audits • Lean Manufacturing, 5S+ Methodology, Continuous Improvement Process • Problem Solving/Root Cause Analysis • Worker Compensation Rate Reduction • Incident Investigation • Microsoft Office Suite, including Power BI and Teams • Workday • General and Construction Industry Safety

Experience

Cathcart Construction Company
Corporate Safety Director
January 2024 – Present

- Provide overall leadership, professional knowledge, and expertise in the administration and support of the safety program for Cathcart Construction including regulatory agency compliance, workers compensation, organizational policies, and employee safety knowledge and awareness.
- Drives the influence on the company's overall performance leading a best- in-class safety program and continuously cultivating a culture of safety awareness.
- Provide guidance to company's leadership to direct the safety resources and activities of the organization by collaborating with various managers to support the safety programs and initiatives while maintaining the vision of the company.
- Define the key performance indicators and goals for safety to contribute to the mission and values of our organization.
- Responsible for the continuous development of safety policies and procedures as well as effective implementation of these policies and safety training programs effectively prioritizing safety while balancing production time and cost.
- Manage safety team to increase their knowledge and skills to drive the safety culture throughout the organization.

Attachment: Exhibit H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Tracy McIntosh, CSP

T & T Construction, Inc.
Corporate Safety Director
February 2021 – Present

- Provide overall leadership, professional knowledge, and expertise in the administration and support of the safety program for T & T Construction including regulatory agency compliance, workers compensation, organizational policies, and employee safety knowledge and awareness.
- Drives the influence on the company's overall performance leading a best- in-class safety program and continuously cultivating a culture of safety awareness.
- Provide guidance to company CEO, CFO, COO and Human Resources to direct the safety resources and activities of the organization by collaborating with various department managers to support the safety programs and initiatives while maintaining the vision of the company.
- Define the key performance indicators and goals for safety to contribute to the mission and values of our organization.
- Responsible for the continuous development of safety policies and procedures as well as effective implementation of these policies and safety training programs effectively prioritizing safety while balancing production time and cost.
- Manage safety team to increase their knowledge and skills in order to drive the safety culture throughout the organization and out to all project sites.

AMPP Construction, Inc.
Corporate Safety Director
September 2020 – February 2021

- Work closely with CEO, COO, Human Resource, and Company Division Managers to cultivate safety culture utilizing behavior-based principles in electrical powerline and substation workplace setting, primarily 1910.269.
- Serve as the corporate health and safety subject matter expert for company personnel and safety liaison with our utility partners we serve in the electric power utility industry.
- Work as the internal incident manager, ensuring near misses are recorded, recognized and addressed.
- Serve as a partner with Human Resources assisting in worker's compensation cases and analyzing injury trends.

Ferguson Facilities Supply
Regional Environmental, Health, & Safety Manager
October 2018 – September 2020

- Conducted monthly OSHA compliance audits at each location in my responsibility.
- Increased manager and front-line supervisor skills and knowledge to assist in risk management for all facilities.
- Launched all corporate safety and security safety and security programs and strategies for EHS and security compliance in the nine Midwest locations.
- Measured and analyzed departmental KPIs analyzing issues and defining safety solutions resulting in reduction of TRIR and LTA rates by 40% and 42%, respectively.

Business Development Manager
August 2016 - October 2018

- Lead team of safety professionals to cultivate growth in the safety division line of product, compliance auditing, and other consultative services.
- Identified and mapped business development path to match customer needs.
- Fostered and strengthened new business to business growth with safety industry product manufacturers providing more product rebates for customers resulting in increased purchases and profit.

Attachment: Exhibit H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

- Maximized current and forecasted financial data, such as sales reports, devising streamlining purchasing strategies for cutting costs and increasing revenue to meet budget requirements. These efforts yielded achieving bonus for 2018.

EHS Consulting Services Director
April 2011 - August 2016

- Managed a team of professional safety consultants. This responsibility included cultivating and training staff to successfully meet our client safety needs while staying within budget.
- Established safety and risk management programs for a variety of clients in various industries.
- Provided OSHA compliance audits to various clients across general industry and construction
- Forged relationships within general and construction industries to secure consulting services business. This included negotiating hour labor rates for services.
- Developed and refined budget for department. During this time, our department revenue increased 15% achieving annual sales bonus.

Valeo Engine Cooling
Environmental, Health, Safety, & Security Engineer
May 2003 - April 2011

- Implemented and maintained the ISO 14001 and OHSAS 18001 management systems for a manufacturing facility of 1,000+ employees.
- Performed internal auditing for ISO14001 and OHSAS18001 for Valeo Corporate.
- Successfully lowered the TRIR, LTA and worker's compensation rate for the facility by eliminating operational hand lacerations.
- Managed the wastewater treatment for the facility with zero environmental compliance issues.
- Composed and submitted all required EPA FESOP air permit, SWPP, SPPP, and Tier 2 reports.
- Led safety team for a weekly Kaizen exercise to find and eliminate at risk issues with specific required job functions.
- Negotiated and secured contract for third party security team.

United States Air Force
Electronics Communication Specialist
Offutt Air Force Base, Nebraska

- Earned the United States Air Force Meritorious Service Medal for my efforts during Desert Storm.
- Served with distinction after active duty with the Ohio Air NationalGuard.
- Lead a team as a Non-Commissioned Officer (NCO).

Education

Indiana University - Bachelor's Degree, Behavioral Sciences
Indiana State University - Human Resources Development Major

Certifications

- Certified Safety Professional (CSP)
- OSHA 510 General Industry Outreach Instructor
- ISO14001 Lead Auditor
- OHSAS18001 Lead Auditor
- OSHA Construction 30 Hour
- CPR/AED/First Aid

Attachment: Exhibit H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Cathcart Construction Company - Florida, LLC
A Safety Company That Builds Infrastructure Projects
1056 Willa Springs Dr Winter Springs, FL 32708
(407) 629-2900

References

Trey Sisk
Construction Project Manager
TSisk@altamonte.org
City of Altamonte Springs
950 Calabria Drive
Altamonte Springs, FL 32714
(407) 571-8572

Jay Morris, P.E.
Vice President
jmorris@cphcorp.com
CPH Inc.
1117 E Robinson St.
Orlando, FL 32801
(407) 797-6211

Jon C. Williams
City Manager
jwilliams@cwgdn.com
City of Winter Garden
300 West Plant Street
Winter Garden, FL 34787
(407) 656-4111 ext. 2263

Robert T. Masiku
Design & Construction Manager
Robert.Masiku@kissimmee.gov
City of Kissimmee
101 Church Street, Suite 301
Kissimmee, Florida 34741
(407) 518-2174

Alan Oyler, P.E.
Project Manager II
alan.oyler@cityoforlando.net
City of Orlando
400 S. Orange Ave.
Orlando, FL 32801
(407) 246-2573

Steve Cockerham
Engineer Manager / Vice President
steven.cockerham@neel-schaffer.com
Neel-Schaffer, Inc.
2301 Lucien Way, Suite 300
Maitland, FL 32751
(662) 404-4012

Mike Parker
Public Works Director
mparker@oaklandfl.gov
Town of Oakland
3650 NE 12th Avenue
Oakland Park, FL 33334
(407) 656-1117 ext.2302

Shad M. Smith, P.E.
Director of Public Works / City Engineer
ssmith@longwoodfl.org
City of Longwood
907 E. SR 434
Longwood, FL 32750
(407) 260-3447

Troy Mitchell
Civil Engineer
Troy.mitchell@halff.com
Halff Associates, Inc.
902 N Sinclair Ave
Tavares, FL 32778
(352) 557-9231

TOP WORK PLACES 2023 Orlando Sentinel

TOP WORK PLACES 2024 Orlando Sentinel

Attachment: Exhibit H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

Cathcart Construction Company - Florida, LLC

A Safety Company That Builds Infrastructure Projects

1056 Willa Springs Dr Winter Springs, FL 32708
(407) 629-2900

Important Projects

1) East Longwood Phase 2: 7,600 LF of 8" PVC Gravity Sewer, 33 4' Dia. Manholes, 7 Drop Manholes, 2 Conflict Manholes, 132 6" laterals, 95 LF of 4" Force Main, 1 Duplex Pump Station, +130 Septic Abandonment/House Lateral Installations, Collection System Bypass, 13,000 SY of Asphalt Milling, 1,600 TN of Asphalt Paving, and 54 CY of Flowable Fill Grouting.
   - Owner, City of Longwood, 155 W. Warren Avenue, Longwood, FL 32750
   - Najee Hunter / Barnes Ferland and Associates
     - 321.322.1114 / nhunter@bfaenvironmental.com
   - Final Budget - $6,192,405.48
   - Final Completion – October 2024
   - General Superintendent – Joe Newton

2) Hughey and Garland Water Main Replacement: 3400 LF 20", 1000 LF 12", 970 LF 8" , 1240 LF of 6" DIP Water Main, 1500 LF Electrical Duct Bank, 1400 LF of PVC Gravity Sewer, 20,000 SY Roadway Replacement in Downtown Orlando
   - Owner, Orlando Utilities Commission, 100W W Anderson St, Orlando, FL 32801
   - Natalie Urick / Orlando Utilities Commission
     - 321.230.6694 / NUrick@ouc.com
   - Final Budget - $15,092,683.68
   - Final Completion – December 2024
   - General Superintendent – Joe Newton

3) Holly Avenue Streetscapes / Blue Springs Nutrient Reduction: This project included 1 Sanitary Lift Station and 1 Stormwater Lift Station. Pipe systems consisted of 1400LF of 18", 290LF of 24", 1000LF of 30", and 440LF of 36" RCP, 54 Storm Structures, 550LF of 6", 275LF of 8", 2682LF of 10", and 38LF of 12" PVC Gravity Sewer, 7 Sanitary Manholes, 550LF of 6", 1787LF of 8", and 1958LF of 10" PVC Sanitary Force Main, as well as 60LF of 4", 275LF of 6", and 6870LF of 8" RWM. Restoration included 4800SY of Asphalt Milling,





Attachment: Exhibit H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

1300TN of Asphalt Paving, 5630LF of Curb/Gutter, 3050SY of Concrete sidewalk/Driveways, 1600SY of Paver Roadway, and 18000SY of Sod.

- Owner, Orange City, 205 E Graves Avenue Orange City, FL 32763
- Mariluz Diaz / Orange City
  - 386.775.5472 / mdiaz@orangecityfl.gov
- Final Budget - $6,285,723
- Final Completion – March 2025
- General Superintendent – Joe Newton

4) Hull Avenue Septic to Sewer: 3300LF of 8" sanitary sewer, 14 manholes, 1300LF of 6" laterals, 2500 LF of laterals on private property, 44 septic abatements, and 3800SY of Roadway restoration.
   - Owner, Town of Oakland, 230 N. Tubbs Street, Oakland, FL 34760
   - Mike Parker / Public Works Director
     - 407.656.1117 ext.2302 / mparker@oaklandfl.gov
   - Final Budget - $1,242,986
   - Final Completion – April 2022
   - General Superintendent – Justin Williams

5) Orange City Phase 1 and Phase 1 A Nutrient Reduction: 2 Sanitary Lift Station, 5800 LF of Gravity Sewer, 1500 LF of Force Main, 13,600 SY of Roadway
   - Owner, Orange City, 205 E Graves Avenue Orange City, FL 32763
   - Mariluz Diaz / Orange City
     - 386.775.5472 / mdiaz@orangecityfl.gov
   - Final Budget - $4,152,748
   - General Superintendent – Joe Newton

6) City of Orlando Continuing Contract / Orlando Water Reclamation Division: Continuing Contract for Removal and Replacement and upsizing Sanitary Sewer Lines, +-11,000 LF of 8, 10, 12, 15, 18, 21 and 24" Gravity Sewer throughout the City of Orlando
   - Owner, City of Orlando, 400 South Orange Ave., Orlando, FL 32801
   - Charlie Conklin P.E. / City of Orlando
     - 321.229.0310 / Charlie.Conklin@cityoforlando.net
   - Final Budget - ~$16,700,000
   - General Superintendent – Justin Williams
   - General Superintendent – Joe Newton

7) Hillview/Mathews Road 30" FM Remove and Replace: Remove and Replace 1650 LF of 30" Forcemain, 1700 LF of Bypass, completed on a Thanksgiving Weekend
   - Owner, City of Altamonte Springs, 225 Newburyport Avenue, Altamonte Springs FL 32701





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- Trey Sisk / Construction Manager
  - 407.571.8572 / TSisk@altamonte.orgb
- Final Budget - $625,000.00
- General Superintendent – Joe Newton

8) Service Area 3 Watermain Rehab Ph. 2 – Installation of 5,980LF of 6" and 1,790LF of 8" DR-18 PVC via open cut. 150LF of 8" HDPE and 140LF of 10" HDPE were installed via HDD. Restoration included 2,190SY of driveway/sidewalk repair, 5,756CY of import fill to replace unsuitable material, and 1,260 SY of asphalt milling and resurfacing.
   - Owner, City of Wauchula, 126 South 7th Avenue, Wauchula, FL 33873
   - John Eason / Deputy City Manager
     - (863) 773-3131 / jeason@cityofwauchula.com
   - Final Budget - $2,497,830.00
   - Final Completion – November 2024
   - General Superintendent – Justin Williams

9) Water System Main Line Connections – Installation of 550LF of 6", 185LF of 8", 190LF of 10", and 11,945LF of 12" PVC water mains via open cut and 2,496LF of 12" HDPE via HDD. Grouting included 3,520LF of 6", 2,930LF of 10", and 1,315LF of 12" existing water mains. Restoration included 1,820SY of concrete driveway, 3,075SY of concrete sidewalk, 2,450LF of full depth asphalt restoration and 5,920SY of milling and resurfacing.
   - Owner, City of Wauchula, 126 South 7th Avenue, Wauchula, FL 33873
   - Todd Mckinnish / Chief Inspector
     - (863) 559-1908 / todd@cityofwauchula.com
   - Final Budget - $5,040,019.83
   - Final Completion – November 2024
   - General Superintendent – Justin Williams

10) Orange County Force Main R/R East Package 1 – Removal and replacement of 1,290LF 6" and 3,010LF of 8" pipe, abandoning of 1,040LF of 6" in place and the installation of 2,290LF of 6" and 3,010LF of 8" PVC force main. Multiple tapping sleeves and line stop assemblies were necessary and restoration included 462SY of 1.5" asphalt, and 246SY of 4" concrete. A public information officer was used for communication with locals and residents of the affected areas.
   - Owner, Orange County, 9150 Curry Ford Road, Orlando, 32825
   - James Montalvo / Chief Inspector
     - (407) 254-9793 / James.Montalvo@ocfl.net
   - Final Budget - $2,100,023.28
   - Final Completion – August 2024
   - General Superintendent – Justin Williams





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11) Hicks Avenue Extension - Reconstruction and Extension of Urban Roadway consisting of 13 storm inlets, 8 storm manholes, 114LF of 18", 940 LF of 24", 99LF of 30", and 174LF of 36" RCP. Water utility consisted of 280LF of 4", 130LF of 6", and 430LF of 8" DIP. Restoration and new construction included 1950SY of 4" and 192SY of 6" sidewalk, 1740LF of F curb, 1100LF of HDD conduit, 2200 LF of Fiber Optic, 3 steel mast arms with signalization, and over 760TN of asphalt paving.
    - Owner, City of Orlando, 400 South Orange Ave., Orlando, FL 32801
        - Ed Bryant, (407) 637-4898 – edgar.bryant@cityoforlando.net
    - Final Budget - $5,186,077.70
    - Final Completion – July 2024
    - General Superintendent – Joe Newton

12) Lakeshore Trail Utilities Adjustment Project – This project was a utilities conflict adjustment that relocated 12" and 16" reclaim watermain and 12" watermain for a trail that was being built for Osceola County. Multiple 12" double line stop bypasses where used to keep the system in service while performing the work. 1383 LF of 16" HDPE was also installed via Directional Drill to limit the disturbance impact to selected areas.
    - Owner, Toho Water Authority, 951 Martin Luther King Blvd Kissimmee, FL 34741
        - Jay Morris, Vice President (407) 425-0452 – jmorris@cphcorp.com
    - Final Budget - $7,669,346.72
    - Final Completion – July 2024
    - General Superintendent – Justin Williams

13) Nolan Road Culvert Improvements – This project consisted of the construction a culvert bridge consisting of 815LF of 18", 58LF of 24", and 210LF of 36" Class III Concrete Pipe Culvert and 49LF of 29"x45" Class HE-III Concrete Pipe Culvert. Demo of the existing bridge/structures were necessary as well as 326CY of excavation and 709 CY of Embankment. Construction also included 9 storm inlets, 4 manholes, concrete traffic railing-bridge with 36" slope, 50LF of guardrail, and 154SY of 6" sidewalk.
    - Owner, Seminole County, 100 East First Street, Sanford, Florida 32771
    - Ron Ramos, Project Manager / Seminole County
        - (407) 665-5774 / rramos@seminolecountyfl.gov
    - Final Budget – $1,131,318.62
    - Final Completion – December 2023
    - General Superintendent – Justin Williams

14) Walnut St Force Main – This project was a Force Main extension with 1980 LF of 14" HDPE directional drill and 2680 LF of 12" PVC open cut. The project utilized 10 gate valves, multiple fittings, and a 12" double line stop bypass to make connections. During the





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project the team was able to work with the owner to extend a directional drill under a roadway and signage for a community center to reduce the restoration cost and save money on the project.

- Owner, Toho Water Authority, 951 Martin Luther King Blvd Kissimmee, FL 34741
  - Micah Smart, Engineer II (407) 483-3851 – Msmart@tohowater.com
- Final Budget - $1,141,109.60
- Final Completion - June 2023
- General Superintendent – Justin Williams

15) Urick St Force Main Extension – This Project was a force main upgrade that replaced 3240 LF of 8" PVC and 4880 LF of 10" PVC via open cut. There was also 680 LF of 10" HDPE and 2120 LF of 12" HDPE installed via directional drill. 19 ARV we needed with the force main install. The restoration required asphalt roadway, concrete sidewalk, and concrete driveways. During the project there was the need to change an open cut portion of the project to a directional drill. This was to save multiple large oak trees that would have been needed to remove if the open cut process was done.
    - Owner, City of Fruitland Park, 506 W. Berkman Street Fruitland Park, FL 34731
      - Robb Dicus, Public Works Director (352) 360-6795 – RDicus@fruitlandpark.org
    - Final Budget $2,640,218.00
    - Final Completion - March 2023
    - General Superintendent – Joe Newton

16) Cottonwood Fire Protection Improvements – This Project was an upgrade that replaced the watermain system by installing 3800 LF of new 6" watermain, 56 services, and restoration to the roadway. The original scope of work only required a 5' wide repair on the concrete aprons that cover only the areas that were open cut. Since the contingency money in the project was not utilized on any issues, the City of Leesburg decided to replace the aprons from the road all the way to the right of way line. The added scope increased the project budget some but provided a better restoration than the original scope of work.
    - Owner, City of Leesburg, 501 West Meadow Street, Leesburg FL 34749
      - Ryan Gerdon, Administrative Coordinator (352) 705-0248 – ryan.gerdon@leesburgflorida.gov
    - Final Budget – $543,700.56
    - Final Completion – March 2023
    - General Superintendent – Joe Newton

17) Amanda ST Extension Construction – This project was a roadway extension that





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performed the installation 2434 LF of 4" PVC water main, 2525 LF of 8" PVC water main, 469 LF of 4" HDPE directional drilled watermain, over 100 new watermain services, and 5 fire hydrants. The sanitary sewer portion of the project consisted of 2097 LF of 8" sewer, 475 LF of 8" sewer, and 10 sewer manholes. The stormwater improvements consisted of 232 LF of 15" RCP, 1600 LF of 18" RCP, 1900 LF of 24" RCP, 17 curb inlets, 3 ditch bottom inlets, and 6 manholes. The road restoration involved 550 SY of brick pavers, 4325 LF of curbing, 5038 SY of 4" sidewalk, 295 CY of gravity wall, and 7686 SY of asphalt restoration.

- Owner, City of Altamonte Springs, 225 Newburyport Avenue, Altamonte Springs FL 32701
    - Trey Sisk, Construction Manager (407) 571-8572 – tsisk@altamonte.org
- Final Budget – $3,751,287.92
- Final Completion – September 2022
- General Superintendent – Joe Newton

18) Windward Square Service Line Replacement – This project was an improvement to rehabilitate the water main system in the Windward Square complex. The upgrades consisted of 240 services with new services lines, new meters, and meter boxes. The restoration consisted of over 500 SY of sidewalk replacement, 1000 SY of concrete driveways, and sod as needed. A change order was created during the project for additional sidewalk that needed to be replaced. This was due to restoration that was required by the city of Casselberry, but these quantities were not captured in the original scope of work.

- Owner, City of Casselberry – 95 Triplet Lake Drive, Casselberry, FL 32707
    - Jiovani Charres, Utilities Engineer (407) 262-7725 ext 1761 – Jcharres@casselberry.org
- Final Budget – $2,087,770.00
- Final Completion – May 2023
- General Superintendent – Joe Newton

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E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 1454842

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Cathcart Construction (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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E-Verify

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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps
(see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance
(indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

Attachment: Exhibit H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.

Attachment: Exhibit H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

Attachment: Exhibit H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

a. Scanning and uploading the document, or

b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

Attachment: Exhibit H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

E-Verify

Company ID Number: 1454842

E-VERIFY IS A SERVICE OF DHS AND SSA

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

Attachment: Exhibit H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

E-Verify

Company ID Number: 1454842

E-VERIFY IS A SERVICE OF DHS AND SSA

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Attachment: Exhibit H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 1454842

Approved by:

Employer Cathcart Construction Company - Florida	
Name (Please Type or Print) Matthew Blanton	Title
Signature Electronically Signed	Date 09/30/2019
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 09/30/2019

Attachment: Exhibit H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 1454842

Information Required for the E-Verify Program Information relating to your Company:	
Company Name	Cathcart Construction Company - Florida
Company Facility Address	2564 Connection Point Oviedo, FL 32765
Company Alternate Address	
County or Parish	SEMINOLE
Employer Identification Number	464740152
North American Industry Classification Systems Code	237
Parent Company	Cathcart Construction Company - Florida
Number of Employees	100 to 499
Number of Sites Verified for	1 site(s)

Attachment: Exhibit H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

E-Verify

Company ID Number: 1454842

E-VERIFY IS A SERVICE OF DHS AND SSA

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL	1

Attachment: Exhibit H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 1454842

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Claudia Bosquez
Phone Number	407629290016
Fax	3212034900
Email	claudia@cathcartconstructioncompany.com

Name	Cathy Owen
Phone Number	407629290010
Fax	4072034900
Email	cathy@cathcartconstructioncompany.com

Name	Matthew Blanton
Phone Number	407629290021
Fax	3212034900
Email	mblanton@cathcartconstructioncompany.com

Attachment: Exhibit H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

E-Verify

Company ID Number: 1454842

E-VERIFY IS A SERVICE OF DHS AND SSA

Attachment: Exhibit H - Cathcart Bid Proposal (2025-R-51 : Lift Station #20 Bypass Pump)

This list represents the first 20 Program Administrators listed for this company.

CITY OF HOLLY HILL
Budget Amendment Request
Fiscal Year 2024-2025

Requesting Department			Date
Public Works			7/8/2C

ADD FUNDS TO ACCOUNT NUMBER:	PROJECT NUMBER:	ACCOUNT DESCRIPTION:	AMOUNT:
407-0000-389-1000	25WW10	Prior Year Carryover	200,600.(
		Total	200,600.(

ADD FUNDS TO ACCOUNT NUMBER:	PROJECT NUMBER:	ACCOUNT DESCRIPTION:	AMOUNT:
407-8110-580-6300	25WW10	Infrastructure	200,600.(
		Total	200,600.(

Purpose of Transfer: (include as much detail as possible)

To create budget for Lift Station #20 By Pass pump utilizing carry forward in anticipation of CDBG grant in the amount of $150,000. The total City portion, after receipt of the CDBG grant, will be $50,600.00.

---------- Management Approvals----------

_____ _____

Department Head Signature Date

_____ _____

City Manager Signature Date

---------- For Finance Use Only ----------

Finance Review

_____ _____ _____

Finance Director Signature Date Resolution #

Attachment: Exhibit I - BAR CDBG Grant Lift Station #20 (2025-R-51 : Lift Station #20 Bypass Pump)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

MEETING DATE: **July 8, 2025**
FROM: **Joseph Forte**
SUBJECT: **SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending and Restating, Chapter 42, Pensions and Retirement; Article III, Firefighters' Pension Plan, Section 42-69 Vesting Providing for Codification; Providing for Severability of Provisions; Repealing All Ordinances in Conflict Herewith and Providing an Effective Date.**
NUMBER: **2025-O-3089**
APPLICANT:
PLANNER:

DISCUSSION:

During the I.A.F.F. union negotiations of 2024, the Union and the City agreed to change the pension vesting period from six years to eight years for all firefighter who are members of the pension plan.

FISCAL ANALYSIS:

There is no fiscal impact to the city for this Amendment.

STAFF RECOMMENDATION:

To approve the Ordinance and changes to the Firefighter Pension Plan Section 42-69 as submitted.

COMMISSION GOAL:

N/A

MOTION:

APPROVE AMENDING AND RESTATING, CHAPTER 42, PENSIONS AND RETIREMENT; ARTICLE III, FIREFIGHTERS' PENSION PLAN, SECTION 42-69 VESTING PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH.

HISTORY:

06/24/25	**City Commission**	**APPROVED AT 1ST READING**

Next: 07/08/25

Mayor Penny opened public participation. No one spoke.

Ordinance No. 2025-3089

SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING AND RESTATING, CHAPTER 42, PENSIONS AND RETIREMENT; ARTICLE III, FIREFIGHTERS' PENSION PLAN, SECTION 42-69 VESTING PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING AND RESTATING, CHAPTER 42, PENSIONS AND RETIREMENT; ARTICLE III, FIREFIGHTERS' PENSION PLAN, SECTION 42-69 VESTING PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill Firefighters are presently provided pension and certain other benefits under Ordinances of the City of Holly Hill; and

WHEREAS, the City Commission desires to clarify and restate the provisions of the Firefighters' Retirement Plan to change the vesting period from six (6) years to eight (8) years for all personnel hired after October 1, 2024.

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

SECTION 1. That the City of Holly Hill Firefighters' Retirement System is hereby amended and restated as set forth in the document designated THE CITY OF HOLLY HILL FIREFIGHTERS' RETIREMENT SYSTEM attached hereto and made a part hereof.

SECTION 2. Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Holly Hill.

SECTION 3. All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 4. If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section,

subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 5. That this Ordinance shall become retroactively effective on October 1, 2024.

APPROVED AND AUTHENTICATED on this 8th day of JULY, 2025 for second and final reading.

CITY OF CITY OF HOLLY HILL
FIREFIGHTERS' RETIREMENT SYSTEM

Sec. 42-69. - Vesting.
If a member terminates his employment as a firefighter, either voluntarily or by discharge, and is not eligible for any other benefits under this system, the member shall be entitled to the following:

(1) If the member was hired prior to October 1, 2024 and has less than six (6) years of credited service or if the member was hired after October 1, 2024 and has less than eight (8) years credited service upon termination, the member shall be entitled to a refund of his accumulated contributions or the member may leave it deposited with the fund.

(2) If the member was hired before October 1, 2024 and has six (6) or more years of credited service or the member was hired after October 1, 2024 and has eight (8) or more years of credited service upon termination, the member shall be entitled to a monthly retirement benefit, determined in the same manner as for normal or early retirement and based upon the member's credited service, average final compensation and the benefit accrual rate as of the date of termination, payable to him commencing at the member's otherwise normal or early retirement date, determined based upon actual years of credited service, provided he does not elect to withdraw his accumulated contributions and provided the member survives to his otherwise normal or early retirement date. If the member does not withdraw his accumulated contributions and does not survive to his otherwise normal or early retirement date, his designated beneficiary shall be entitled to a benefit as provided herein for a deceased member, vested or eligible for retirement under pre-retirement death.

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

MEETING DATE: **July 8, 2025**
FROM: **Joseph Forte**
SUBJECT: **SECOND READING - an Ordinance of the City of Holly Hill, Florida, Adopting a New Section 58-133 (Prohibiting Smoking and Vaping at Publicly Owned Parks and Recreation Facilities Within the City; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2025-O-3090**
APPLICANT:
PLANNER:

DISCUSSION:

Recently, the city received a visit from representatives of Tobacco Free Volusia requesting the city join other cities in Volusia County to prohibit smoking and vaping in city parks. Tobacco Free Volusia's vision states: *" Every person in Volusia County should be free to enjoy the great outdoors without exposure to toxic smoke and little."* The city currently has an Ordinance, which prohibits smoking and/or the use of tobacco products at designated youth athletic fields and parks, which was adopted to prevent these activities especially, at Hollyland Park at youth baseball events. Since the law has now changed to allow cities to prohibit smoking and vaping in city parks, this is the time to support Tobacco Free Volusia and adopt such an ordinance if it is the will of the City Commission.

Though there is no safe level of exposure to secondhand smoke, two thirds (63%) of youth in Volusia County are exposed to it. Both cigarettes & vape products contain lead, formaldehyde, and other cancer-causing substances. Cigarettes are the most common form of litter and are a health and safety threat to kids. In 2020 alone, U.S. poison control centers reported more than 9,500 cases involving children under 6 years of age who consumed or were exposed to tobacco or nicotine products.

Sources: 386.209 Fla Stat (2002); HHS 2006; FDH 2020; Williams eet.al 2019; Novotny et. Al 2009; Gummin et.al 2021; WHO 2022; NOAA, Marine Debris Division 2019.

FISCAL ANALYSIS:

No fiscal impact.

STAFF RECOMMENDATION:

To approve the first reading of this Ordinance to prohibit smoking and vaping except unfiltered cigars in all city parks.

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 ADOPTING A NEW SECTION 58-133 (PROHIBITING SMOKING AND VAPING AT PUBLICLY OWNED PARKS AND RECREATION FACILITIES WITHIN THE CITY.); EXCEPT UNFILTERED CIGARS IN ALL CITY PARKS; PROVIDING FOR DEFINITIONS AND EXCEPTIONS; PROVIDING FOR CONFLICTING ORDINANCES.

HISTORY:

06/24/25 City Commission APPROVED AT 1ST READING
Next: 07/08/25

Ryan Helmes, Tobacco Free Volusia/Civic Communications spoke.

Mayor Penny opened public participation.

Jim Legary, Holly Hill and Danielle Latona, Holly Hill.

Mayor Penny closed public participation.

Ordinance No. 2025-3090

SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, ADOPTING A NEW SECTION 58-133 (PROHIBITING SMOKING AND VAPING AT PUBLICLY OWNED PARKS AND RECREATION FACILITIES WITHIN THE CITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, ADOPTING A NEW SECTION 58-133 (PROHIBITING SMOKING AND VAPING AT PUBLICLY OWNED PARKS AND RECREATION FACILITIES WITHIN THE CITY.); PROVIDING FOR DEFINITIONS AND EXCEPTIONS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 386.209 of the 2025 Florida Statute expressly authorizes municipalities to adopt and enforce restrictions as to smoking within the boundaries of any public parks that the municipality owns and to further restrict smoking within the boundaries of public parks that are within the municipality's jurisdiction but are owned by the County, unless such restriction conflicts with a County Ordinance; and

WHEREAS, despite the foregoing, Section 386.209 of the 2025 Florida Statute preempts municipalities from further restricting unfiltered cigars beyond those restrictions established by State Law; and

WHEREAS, to the extent permitted by law, the City of Holly Hill desires to restrict vaping and the smoking of tobacco at its parks within the City of Holly Hill; and

WHEREAS, the City Commission of the City of Holly Hill finds that the provisions of this Ordinance are in the best interests of the citizens of and visitors to the City of Holly Hill and that such restrictions are necessary for the health, safety, and welfare of the citizens of and visitors to the City of Holly Hill.

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

SECTION 1. The City Commission of the City of Holly Hill hereby repeals Sec. 58-133. (Smoking and/or use of tobacco products at designated youth athletic fields/parks.) and adopts a new Section 58-133 (Prohibiting smoking and vaping at publicly owned parks and recreation facilities within the City.) to read as follows:

Section 58-133 (Prohibiting smoking and vaping at publicly owned parks and recreation facilities within the City.)

(a) Definitions. For purposes of this Section the terms listed have the following meanings:

(1) Public Parks means and refers to all recreational parks and venues owned or otherwise operated by the City of Holly Hill, including those facilities, structures, and buildings located thereupon, which include, but are not limited to: bleachers, seating, gymnasiums, stadiums, courts, fields, buildings, restrooms, parking lots, amphitheaters, pavilions, picnic areas, and playground areas. However, that portion of Hollyland Park that is under the control of Pictona of Holly Hill, Inc. pursuant to an agreement with the City shall be excluded from this regulation.

(2) Smoking means inhaling, exhaling, burning, carrying, or possessing any lighted tobacco product, including cigarettes, cigars, pipe tobacco, and any other lighted tobacco product.

(3) Vape or Vaping means to inhale or exhale vapor produced by a vapor-generating electronic device or to possess a vapor-generating electronic device while that device is actively employing an electronic, a chemical, or a mechanical means designed to produce vapor or aerosol from a nicotine product or any other substance. The term does not include the mere possession of a vapor-generating electronic device.

(b) Prohibited Acts. Except for the smoking of unfiltered cigars, smoking or vaping within a public park is prohibited. Regardless of the foregoing, nothing in this Section may be interpreted as permitting or allowing the smoking of unfiltered cigars when such activity is otherwise prohibited or forbidden by general law.

(c) Signage. The City Manager or his/her designee is authorized to display one or more signs prohibiting smoking and vaping at the parks and youth athletic activities as specified in this Section.

SECTION 2. If any section, subsection, sentence, clause, phrase, or portion of

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

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

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

APPROVED AND AUTHENTICATED on this 8th day of JULY, 2025 for second and final reading.

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

MEETING DATE: **July 8, 2025**
FROM: **Byron Williams**
SUBJECT: **SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending Chapter 66 (Traffic and Vehicles), Article III (Bicycles), Division 1 (Generally) to Prohibit Electric Bikes, Mobility Devices and Motorized Scooters from Sidewalk; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.**
NUMBER: **2025-O-3091**
APPLICANT:
PLANNER:

DISCUSSION:

The Florida Legislature adopted Florida Statute, Section 316.1995, which provides counties and municipalities, "a person may not drive any vehicle other than by human power upon a bicycle path, sidewalk, or sidewalk area, except upon a permanent or duly authorized temporary driveway".

The Florida Legislature adopted Florida Statute, Section 316.20655, which provides counties and municipalities, "Except as otherwise provided in this section, an electric bicycle or an operator of an electric bicycle shall be afforded all the rights and privileges, and be subject to all of the duties, of a bicycle or the operator of a bicycle, including s. 316.2065. An electric bicycle is a vehicle to the same extent as a bicycle. However, this section may not be construed to prevent a local government, through the exercise of its powers under s. 316.008, from adopting an ordinance governing the operation of electric bicycles on streets, highways, sidewalks, and sidewalk areas under the local government's jurisdiction; to prevent a municipality, county, or agency of the state having jurisdiction over a bicycle path, multi-use path, or trail network from restricting or prohibiting the operation of an electric bicycle on a bicycle path, multi-use path, or trail network".

The Florida Legislature adopted Florida Statute, Section 316.006, which provides counties and municipalities, "The provisions of this chapter shall not be deemed to prevent local authorities, with respect to streets and highways under their jurisdiction and within the reasonable exercise of the police power, from:

(g) Restricting the use of streets.

(h) Regulating the operation of bicycles."

In recent years there has been a substantial increase in the use of motorized bikes and other

similar means of transportation. These types of motorized means of transportation are larger than human powered bicycles, travel faster and therefore, pose a significantly higher risk of injury for pedestrians walking on the sidewalks. The City believes that these motorized means of transportation should not be allowed to operate on sidewalks for the safety of pedestrians using sidewalks.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Accept and amend the Holly Hill Ordinance to comply with Florida Statute, Sections 316.1995, 316.20655, and 316.008.

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

APPROVING AND AMENDING CHAPTER 66 (TRAFFIC AND VEHICLES), ARTICLE III (BICYCLES), DIVISION 1 (GENERALLY) TO PROHIBIT ELECTRIC BIKES, MOBILITY DEVICES AND MOTORIZED SCOOTERS FROM SIDEWALK; PROVIDING FOR CONFLICTING ORDINANCES; APPROVING AND AMENDING THE HOLLY HILL CITY ORDINANCE TO COMPLY WITH FLORIDA STATUTE SECTIONS 316.1995, 316.20655, AND 316.008.

HISTORY:

06/24/25 City Commission APPROVED AT 1ST READING
Next: 07/08/25

Mayor Penny opened public participation.

Robert Spurway, Holly Hill.

Mayor Penny closed public participation.

Ordinance No. 2025-3091

SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING CHAPTER 66 (TRAFFIC AND VEHICLES), ARTICLE III (BICYCLES), DIVISION 1 (GENERALLY) TO PROHIBIT ELECTRIC BIKES, MOBILITY DEVICES AND MOTORIZED SCOOTERS FROM SIDEWALK; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING CHAPTER 66 (TRAFFIC AND VEHICLES), ARTICLE III (BICYCLES), DIVISION 1 (GENERALLY) TO PROHIBIT ELECTRIC BIKES, MOBILITY DEVICES AND MOTORIZED SCOOTERS FROM SIDEWALK; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in recent years there has been a substantial increase in the use of motorized bikes and other similar means of transportation; and

WHEREAS, Florida Statute, Section 316.1995 provides:

(1) Except as provided in s. 316.008, s. 316.20655, s. 316.212(8), or s. 316.2128, a person may not drive any vehicle other than by human power upon a bicycle path, sidewalk, or sidewalk area, except upon a permanent or duly authorized temporary driveway; and

WHEREAS, Florida Statute, Section 316.20655 provides:

(1) Except as otherwise provided in this section, an electric bicycle or an operator of an electric bicycle shall be afforded all the rights and privileges, and be subject to all of the duties, of a bicycle or the operator of a bicycle, including s. 316.2065. An electric bicycle is a vehicle to the same extent as a bicycle. However, this section may not be construed to prevent a local government, through the exercise of its powers under s. 316.008, from adopting an ordinance governing the operation of electric bicycles on streets, highways, sidewalks, and sidewalk areas under the local government's jurisdiction; to prevent a municipality, county, or agency of the state having jurisdiction over a bicycle path, multi-use path, or trail network from restricting or prohibiting the operation of an electric bicycle on a bicycle path, multi-use path, or trail network; and

WHEREAS, Florida Statute, Section 316.008 provides:

(1) The provisions of this chapter shall not be deemed to prevent local authorities, with respect to streets and highways under their jurisdiction and within the reasonable exercise of the police

power, from:

(g) Restricting the use of streets.

(h) Regulating the operation of bicycles; and

WHEREAS, these types of motorized means of transportation are larger than human powered bicycles, travel faster and therefore pose a significantly higher risk of injury for pedestrians walking on the sidewalks; and

WHEREAS, the City believes that these motorized means of transportation should not be allowed to operate on sidewalks for the safety of pedestrians using sidewalks; and

WHEREAS, words with strike through (~~strike-through~~) the characters are deletion to the text and words which are underlined (underlined) are additions to the text.

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

SECTION 1. The City Commission hereby amends Chapter 66 (Traffic and Vehicles), Article III (Bicycles), Division 1 (Generally) to read as follows:

ARTICLE III. - BICYCLES

DIVISION 1. - GENERALLY

Sec. 66-71. - Definitions. The City hereby adopts and incorporates herein the definitions in Florida Statute Section 316.003, as amended.

~~The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~*Bicycle* any device propelled by human power, or any moped propelled by a pedal-activated helper motor with a manufacturer's certified maximum rating of 1½-brake horsepower, upon which any person may ride, having two tandem wheels, either of which is 20 inches or more in diameter, and including any device generally recognized as a bicycle though equipped with two front or two rear wheels~~.

Sec. 66-72. - Removal, destruction or alteration of frame number, license plate, etc.

It shall be unlawful for any person to willfully or maliciously remove, destroy, mutilate or alter the number of any bicycle frame registered pursuant to this article. It shall also be unlawful for any person to remove, destroy, mutilate or alter any license plate, seal

or registration card during the time in which such license plate, seal or registration card shall operate.

Sec. 66-73. - Brakes.

Every bicycle, when operated upon a street, shall be equipped with a brake adequate to control the movement of and to stop such vehicle whenever necessary. Such brakes shall be maintained in good working order at all times.

Sec. 66-74. - Sale of unclaimed bicycles.

(a) When any bicycle shall have remained in the custody of the city for a period of six months without a valid claim of ownership having been made for such bicycle, it shall be sold at public auction to the highest and best bidder for cash.

(b) Prior thereto a notice of such sale shall be published one time in a local newspaper of general circulation at least ten days prior to such sale. Such notice shall also be posted for ten days prior to such sale at the city hall and in one other public place.

(c) All moneys received from such sale or sales shall be deposited in the general fund of the city.

Sec. 66-75. - Operation on Sidewalks.

(a) All vehicles that are propelled exclusively by human power, including bicycles, are allowed to operate on sidewalks, unless prohibited by signage posted by the City. Operations shall be in compliance with all applicable State laws.

(b) A motorized wheeler chair or other motorized ADA vehicles are allowed to be operated on a sidewalk in compliance with all applicable State laws.

(c) All vehicles not described in (a) or (b) above shall be prohibited from being operated on a sidewalk, including electric bikes (all classes), motorized scooters and mobility devices, even if the vehicle is being propelled or partially propelled by human power at the time of use. This prohibition only applies to sidewalks that are under the City's jurisdiction. Therefore, this prohibition does not apply to sidewalks adjacent to the following roads: Ridgewood Avenue (U.S. 1), LPGA Blvd., Nova Road, and that portion of Mason Avenue from the bridge to the railroad tracks.

Sec. 66-76 - Operation on Roadways.

(a) A person operating any vehicle, including bicycles, electric bikes (all classes), electric scooters and mobility devices, upon a roadway within the city limits, will do so utilizing the right shoulder of the roadway or a specially designed lane.

(b) Vehicles, including bicycles, electric bikes (all classes), mobility devices and motorized scooters may be operated on roadways where the posted speed limit is 35 miles per hour or less, or where bike lanes are present, per State law.

(c) Vehicles utilizing any roadway may cross roadways at crosswalks and intersections in accordance with applicable traffic control devices.

(d) Operators must adhere to all State and local traffic regulations.

Sec. 66-77 - Parking.

Operators of vehicles including bicycles, electric bikes (all classes), mobility devices or motorized scooters shall not be parked upon any street or right-of-way in a manner that:

(a) Blocks pedestrian walkways, driveways, ADA ramps, fire hydrants, or building

entrances;

(b) Obstructs vehicular traffic or visibility at intersections.

(c) Must be parked upright using a stand, if equipped, and within designated parking zones where provided.

(d) The City may designate specific micro mobility parking areas, and devices found outside such areas may be subject to removal or citation.

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

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

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

APPROVED AND AUTHENTICATED on this 8th day of JULY, 2025 for second and final reading.