



City of Jacksonville Beach

11 North Third Street
Jacksonville Beach, Florida

Amended Agenda

City Council

Monday, July 19, 2021

6:00 PM

Council Chambers

MEMORANDUM TO:

The Honorable Mayor and
Members of the City Council
City of Jacksonville Beach, Florida

Council Members:

The following Agenda of Business has been prepared for consideration and action at the Regular Meeting of the City Council.

OPENING CEREMONIES: INVOCATION, FOLLOWED BY SALUTE TO THE FLAG

CALL TO ORDER

ROLL CALL

APPROVAL OF MINUTES

21-123 Council Briefing held on June 14, 2021

21-124 Special Council Meeting held on June 16, 2021(City Attorney Interviews)

21-125 Regular Council Meeting held on June 21, 2021

21-126 Council Workshop held on June 24, 2021(Charter Review)

21-127 Council Workshop held on June 28, 2021(Adventure Landing Development Proposal)

21-128 Council Briefing held on June 28, 2021

ANNOUNCEMENTS

COURTESY OF THE FLOOR TO VISITORS

MAYOR AND CITY COUNCIL

CITY CLERK

CITY MANAGER

- 21-129** Appoint Owen Curley to Fill the Remainder of the Vacant Regular Member Board of Adjustment Term Expiring on December 31, 2023; *and*

Appoint Daniel Elmaleh to Fill the Remainder of the 1st Alternate Board of Adjustment term Expiring on December 31, 2021; *and*

Defer Appointment of the 2nd Alternate to the Board of Adjustment Until the Council Interviews Other Board Applicants

Or

Nominate and Appoint a New Regular Member to the Board of Adjustment to Fill the Remainder of the Vacant Regular Member Term expiring on December 31, 2021

- 21-130** Accept/Reject the Financial Reports for the Month of June 2021
- 21-131** Approve/Disapprove the Beaches Energy Services (BES) 2021-2025 Capital Improvement Plan (CIP) Project Reprioritization
- 21-132** Approve/Disapprove Bid No. 2021-05 for the Purchase of Seven 1250 Amp, Four 2000 Amp 38KV Vacuum Circuit Breakers, and Control Assembly from Superior Power Products
- 21-133** Award/Reject Bid No. 2021-03, Lift Station Nos. 7 and 20, Water, Sewer, and Stormwater Improvements to DB Civil Construction, LLC, and Authorize Construction Administration and Resident Observation Services with the Project Design Firm Jones Edmonds
- 21-134** Award/Reject Bid No. 2021-08 to MAER Homes, LLC, D/B/A MAER Construction, and Authorize Construction Administration Services with the Project Design Firm, Hanson Professional Services, Inc. (Isabella Boulevard Drainage Improvements)
- 21-135** Approve/Disapprove the Proposal From 4Waters Engineering for the Engineering Design for LS #28 in the Amount of \$49,452.00

RESOLUTIONS

- 21-136** RESOLUTION 2087-2021

A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, ESTABLISHING AN AUDITOR SELECTION COMMITTEE PURSUANT TO SECTION 218.391 FLORIDA STATUTES, FOR THE PURPOSE OF ASSISTING THE MAYOR AND CITY COUNCIL IN SELECTING AN AUDITOR TO CONDUCT THE ANNUAL FINANCIAL AUDIT REQUIRED IN SECTION 218.39, FLORIDA

STATUTES; FURTHER APPOINTING MEMBERSHIP AND SETTING FORTH OBLIGATIONS OF AUDIT COMMITTEE; PROVIDING FOR AN EFFECTIVE DATE AND ALL OTHER PURPOSES.

ORDINANCES

ADJOURNMENT

NOTICE

In accordance with Section 286.0105, Florida Statutes, any person desirous of appealing any decision reached at this meeting may need a record of the proceedings. Such person 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 public is encouraged to speak on issues on this Agenda that concern them. Anyone who wishes to speak should submit the request to the City Clerk or to the recording secretary prior to the beginning of the meeting. These forms are available at the entrance of the City Council Chambers for your convenience.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in this meeting should contact the City Clerk's Office at (904) 247-6299, no later than one business day before the meeting.

You may use this website <http://www.jacksonvillebeach.org/publichearinginfo> to find information concerning the hearing process. This information is also available in the City Hall first floor display case.

The Council Briefing began at 5:30 P.M. The meeting was held via video conference using the Zoom platform.

The following City Council Members were in attendance:

Mayor: Christine Hoffman

Council Members:	Georgette Dumont	Sandy Golding	Dan Janson
	Fernando Meza	Cory Nichols	Chet Stokes

Also present were City Manager Mike Staffopoulos and Chief Financial Officer Ashlie Gossett

Purpose of Briefing

The purpose of the Briefing was to update the Council members about ongoing items in the City.

City Manager

Auditor Selection Committee

Chief Financial Officer Ashlie Gossett stated the Florida legislature made significant changes to Section 218.391 of the Florida Statutes regarding auditor selection procedures. These changes now required local governments to establish an auditor selection committee whose primary purpose was to assist the governing body in selecting an auditor to conduct the annual financial statement audit.

Ms. Gossett reviewed the following:

- Auditor Selection Committee Composition
- Committee Responsibility
- Committee Terms
- Options for selecting members of the Auditor Selection Committee

The Council's consensus was to select two members of the City Council and one qualified member of the public possessing the relevant experience to serve as members of the Auditor Selection Committee.

Council Members Dan Janson and Chet Stokes volunteered to be on the committee. Ms. Gossett stated a resolution for adoption would be presented at an upcoming Council meeting to establish the Auditor Selection Committee formally.

Donna Marathon

Mr. Staffopoulos stated the City was recently approached by representatives for the Donna Foundation about the City hosting the 15th Anniversary run in February 2022. The Foundation would use the Seawalk Pavilion and Latham Plaza areas as the Athlete's Village with supporting vendors, sponsors, and participant tents.

Mr. Staffopoulos said the Parks and Recreation Department would require completion of a special event application.

The consensus of the Council was to have the Donna Foundation submit a special event application for consideration.

US Bicycle Route 1 (USBR 1)

Mr. Staffopoulos stated there was a national effort through the American Association of State Highway and Transportation Officials (AASHTO) to construct bicycle routes through each state in the U.S. AASHTO designated a corridor through Florida as United States Bike Route 1 (USBR 1), which travels from Georgia to Key West. The route goes through the beaches community, including Jacksonville Beach.

Mr. Staffopoulos said the City was recently contacted by a representative for Adventure Cycling Association who requested the City send communication for the designation of USBR 1 through our community to the State Bicycle/Pedestrian Coordinator for the FDOT (Florida Department of Transportation).

The consensus of the Council was for the City to send communication in support of the proposed route for USBR 1 through Jacksonville Beach.

Consideration of City Name Change

Mr. Staffopoulos stated the City Council was currently reviewing the City Charter. Sections 1 through 3 were reviewed on April 22, 2021. During the review, Council noted Section 1 (Incorporation and corporate powers) refers to the City's official name for political and corporate purposes. The Council requested this item be brought back for separate, further discussion and consideration.

Conversation ensued regarding the history of the City's naming and options for possible name changes.

The consensus of the Council was to survey the City's residents regarding a possible name change for the City of Jacksonville Beach. Once the survey is complete, staff would bring the results back to Council for review.

Committee Assignment Report

Mr. Stokes stated he received updated information regarding the "Blue Zone" program executive summary report. Mr. Stokes advised the summary report could be found online at www.bluezone.com and suggested the Council review the summary.

Mr. Janson stated he attended his first Pension Board meeting and stated the City's Pension is well funded.

Mayor Hoffman stated she held another Downtown business owner meeting and Director of Parks and Recreation Jason Phitides spoke about upcoming events and festivals. Ms. Hoffman stated

the next meeting would be held June 29, 2021, and she planned to have a representative from the Mission House speak to local downtown businesses.

Mr. Staffopoulos stated four elected officials and himself recently attended the Florida League of Cities Policy Committee meetings. Mr. Nichols advised while at the Florida League of Cities Committee meeting, he spoke with the Mayor of the Town of Davie regarding insight on the process of a City Council absorbing the responsibilities of a Community Redevelopment Agency.

Future Briefing Topics

Mr. Stokes stated a citizen informed him of a sustainability project concerning trash in local waterways. Mr. Stokes stated he would forward a PowerPoint with pictures to the Council for review.

Ms. Golding said she received an update regarding the Penman Road project. Ms. Golding advised the contracts had not been finalized. Ms. Golding said she was informed community input would be accepted after the design of the project was complete. Ms. Golding further advised she believed the community input should be accepted before the project design was complete. Mr. Nichols stated he would bring up Ms. Golding's concern at a meeting he had scheduled.

Other Topics

Mr. Staffopoulos reminded Council about the virtual interviews scheduled for June 16, 2021, for the City Attorney candidates. Mr. Staffopoulos stated an item would be on the June 21, 2021, City Council meeting agenda to allow the Council time to provide their input on the interviews and discuss the next steps of the interview process.

The Briefing adjourned at 6:40 P.M.

Submitted by: Jodilynn Byrd
Administrative Assistant

Approved:

Christine H. Hoffman, MAYOR

Date: _____

Minutes of Special City Council Meeting
Wednesday, June 16, 2021 – 8:30 A.M.
Via Video Conference



The Special City Council Meeting began at 8:30 A.M.

The following City Council Members were in attendance:

Mayor: Christine Hoffman

Council Members:	Georgette Dumont	Sandy Golding	Dan Janson (absent)
	Fernando Meza	Cory Nichols	Chet Stokes

Purpose of Meeting

The purpose of the meeting was for the City Council Members to conduct interviews with candidates for the City Attorney position.

The City Council conducted interviews with six (6) candidates for the City Attorney position.

- Denise May
- Jennifer Cockcroft
- Andrew Mai
- Elizabeth LoConte
- Cherry Pollock
- Sandra Robinson

The interviews concluded at approximately 3:00 P.M.

Submitted by: Jodilynn Byrd
Administrative Assistant

Approved:

Christine H. Hoffman, MAYOR

Date: _____

**Minutes of Regular City Council Meeting
held Monday, June 21, 2021, at 6:00 P.M.
in the Council Chambers, 11 North 3rd Street,
Jacksonville Beach, Florida**



OPENING CEREMONIES:

Council Member Janson provided the Invocation, followed by the Pledge of Allegiance.

CALL TO ORDER:

Mayor Hoffman called the meeting to order at 6:00 P.M.

ROLL CALL:

Mayor: Christine Hoffman

Council Members:	Georgette Dumont	Sandy Golding	Dan Janson
	Fernando Meza	Cory Nichols	Chet Stokes

Also present were: City Manager Mike Staffopoulos, Chief Financial Officer Ashlie Gossett, Planning and Development Director Heather Ireland, Parks and Recreation Director Jason Phitides, Golf Course Superintendent Trevor Hughes, and Acting City Clerk Sheri Gosselin.

APPROVAL OF MINUTES:

Motion: It was moved by Mr. Nichols, seconded by Ms. Golding, and passed unanimously to approve the following minutes:

- Council Workshop held on May 27, 2021(Charter Review)
- Special Council Meeting held on June 1, 2021 (Executive Session)
- Special Council Meeting held on June 1, 2021(City Attorney Process)
- Regular Council Meeting held on June 7, 2021

ANNOUNCEMENTS:

Mayor Hoffman thanked everyone involved in the Orange Crush event. She spoke with City Manager Mike Staffopoulos and Planning and Development Director Heather Ireland regarding the future of the Community Redevelopment Agency (CRA), including training. They considered having the Council meet to discuss the CRA's focus at a July workshop.

Council Member Golding acknowledged the partner agencies for their help with the Orange Crush event. She received an update from the Florida Department of Transportation (FDOT) regarding the crosswalk at 3rd Street and 15th Avenue North that HAWK signal pedestrian crossing construction would begin in the fall and should be completed by Spring 2022. FDOT would host an open house on the project prior to the project's start. Ms. Golding reported FDOT installed the flashing lights and signs for San Pablo Elementary School. She announced Beaches Watch would host the annual Beaches Police Panel via Zoom on July 7, 2021, to discuss public safety and events. Ms. Golding stated there would be a beach cleanup on July 5, 2021, from 7:00 to 9:00 a.m. at Atlantic Boulevard, Seagate Avenue, and Beach Boulevard. She said the dune barriers were working well keeping people out of the dunes. She stated the Florida League of Cities

announced Home Rule Heroes for the 2021 legislative session. She congratulated Mayor Hoffman and Mr. Staffopoulos, and said she had also been named a Home Rule Hero.

Council Member Meza congratulated the Police Department and other agencies who participated in the Orange Crush event. He said the bar and restaurant community worked together to pick up trash after the event.

COURTESY OF THE FLOOR TO VISITORS:

Mayor Hoffman extended Courtesy of the Floor to visitors.

- Kevin Brown, 1833 Kings Court, Jacksonville Beach, spoke about the dune barriers.
- Steve Diebenow, 1 Independent Drive, Suite 1200, Jacksonville, provided a handout [on file] and spoke about the code that defined restaurant areas which affected parking, food service, and liquor licenses.

MAYOR AND CITY COUNCIL:

Item #21-114 Presentation by the St. Johns River Water Management District Staff on the Minimum Levels for Lakes Brooklyn and Geneva and Associated Recovery Strategy to Recover the Lakes

Mayor Hoffman announced this item was removed from the agenda.

CITY CLERK: *No items*

CITY MANAGER:

Item #21-115 Authorize the Following Elected Officials to Attend the FLC Annual Conference, August 12-14, 2021 at the Orlando World Center: (Insert Councilor Names Here); and Authorize the Following Member of City Council that will be in Attendance to be the Voting Delegate on Behalf of the City: (Insert Councilor Name Here); and Authorize the Following Elected Officials to Attend the FLC Legislative Conference, November 3-5, 2021 at the Embassy Suites Orlando Lake Buena Vista South; (Insert Councilor Names Here)

Council Members Golding, Stokes, Dumont, Meza, and Nichols wished to attend the annual Florida League of Cities (FLC) conference in August.

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to authorize the following elected officials to attend the FLC Annual Conference August 12-14, 2021, at the Orlando World Center: Council Members Golding, Dumont, Stokes, Nichols, and Meza.

Discussion:

There was no discussion by the Council.

Roll Call Vote: Ayes – Dumont, Golding, Janson, Meza, Nichols, Stokes, Mayor Hoffman
The motion passed unanimously.

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to authorize the following member of City Council that will be in attendance to be the voting delegate on behalf of the City: Council Member Nichols.

Discussion:

There was no discussion by the Council.

Roll Call Vote: Ayes – Golding, Janson, Meza, Nichols, Stokes, Dumont, Mayor Hoffman
The motion passed unanimously.

Council Members Golding, Stokes, Nichols, and Mayor Hoffman wished to attend the legislative conference in November.

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to authorize the following elected officials to attend the FLC Legislative Conference, November 3-5, 2021, at the Embassy Suites Orlando Lake Buena Vista South: Council Members Golding, Stokes, Nichols, and Mayor Hoffman

Discussion:

There was no discussion by the Council.

Roll Call Vote: Ayes – Janson, Meza, Nichols, Stokes, Dumont, Golding, Mayor Hoffman
The motion passed unanimously.

Item #21-116 Approve/Disapprove Proceeding with Final Interviews for City Attorney with the Following Candidates (Council to Select and Insert Names Here)

Council Members stated the names of their top candidates:

Mr. Nichols: Cockcroft and LoConte

Ms. Golding: May, Cockcroft, and Robinson

Ms. Dumont: Robinson, May, and LoConte

Mr. Janson: LoConte and Robinson

Mr. Stokes: May and LoConte

Mr. Meza: Cockcroft, LoConte, and Robinson

Mayor Hoffman: Cockcroft, LoConte, and Robinson

Council agreed to hold in-person meetings with the top three: Jennifer Cockcroft, Elizabeth LoConte, and Sandra Robinson.

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to approve proceeding with final interviews for City Attorney with the following candidates: Cockcroft, LoConte, and Robinson.

Discussion:

Ms. Golding wished to include Denise May to the list of interviewees.

Motion: It was moved by Ms. Golding and seconded by Ms. Dumont to amend the motion to add Denise May to the list.

Roll Call Vote: Ayes – Stokes, Dumont, Golding
Nays – Nichols, Janson, Meza, Mayor Hoffman
The amendment failed 4-3.

On the original motion:

Roll Call Vote: Ayes – Meza, Nichols, Stokes, Dumont, Golding, Janson, Mayor Hoffman
The motion passed unanimously.

Item #21-117 Accept/Reject the Financial Reports for the Month of May

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to accept the financial reports for the month of May 2021.

Discussion:

There was no discussion by the Council.

Roll Call Vote: Ayes – Stokes, Dumont, Golding, Janson, Meza, Nichols, Mayor Hoffman
The motion passed unanimously.

Item #21-118 Approve/Disapprove the Final Plat to Replat Lots 11 and 12, Block 55, Pablo Beach, into Five Fee-Simple Townhouse Lots

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to approve the Final Plat to replat Lots 11 and 12, Block 55, Pablo Beach, into five fee-simple townhouse lots.

Discussion:

There was no discussion by the Council.

Roll Call Vote: Ayes – Dumont, Golding, Janson, Meza, Nichols, Stokes, Mayor Hoffman
The motion passed unanimously.

Item #21-119 Approve/Disapprove the Final Plat to Replat Lots 1 through 4, Block 59, Pablo Beach, into Fifteen Fee-Simple Townhouse Lots

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to approve the Final Plat to replat Lots 1 through 4, Block 59, Pablo Beach, into 15 fee-simple townhouse lots.

Discussion:

A conversation ensued related to the implications of fee-simple townhouses, an upcoming Land Development Code review, addressing zoning district standards, future density, the increase in property costs, townhome development, and parking.

Roll Call Vote: Ayes – Golding, Janson, Meza, Nichols, Stokes, Dumont, Mayor Hoffman
The motion passed unanimously.

Item #21-120 Approve/Disapprove Negotiations for Scope and Fee with the Highest Ranking Respondent, CHW Professional Consultants, or the Next Highest-Ranking Firm until a Successful Agreement is Reached (Urban Trails Project)

Director of Parks and Recreation Jason Phitides said this item was for a consultant to design the master plan for the urban trails network. The contract would come back to the Council for approval. The master plan should be completed in early 2022, and construction should start development on the first segment prior to the end of fiscal year 2022.

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to approve negotiations for scope and fee with the highest-ranking respondent, CHW Professional Consultants, or the next highest-ranking firm until a successful agreement is reached.

Discussion:

There was no discussion by the Council.

Roll Call Vote: Ayes – Janson, Meza, Nichols, Stokes, Dumont, Golding, Mayor Hoffman
The motion passed unanimously.

Item #21-121 Approve/Disapprove the Replacement of the Basketball Court, Construction of Two Pickleball Courts Including Fencing, Landscaping, and Concrete Pathway at South Beach Park

Golf Course Superintendent Trevor Hughes explained the basketball court was 20 years old and needed to be rebuilt. Also, in the recent parks assessment, the community wanted more pickleball courts. He described how they would incorporate the new courts. He stated the Jacksonville Tree Commission agreed to landscape in front of the fence between South Beach Parkway and the street.

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to approve the replacement of the basketball court, construction of two pickleball courts including fencing, landscaping, and concrete pathway at South Beach Park.

Discussion:

A conversation ensued related to the timeline and alternate sites for basketball while the work was being done. Mr. Hughes anticipated work would begin in late July/early August and would be completed by October.

The following spoke in favor of this item:

- William Baxley, 147 37th Avenue South, Jacksonville Beach

Roll Call Vote: Ayes – Meza, Nichols, Stokes, Dumont, Golding, Janson, Mayor Hoffman
The motion passed unanimously.

RESOLUTIONS

Item #21-122 – RESOLUTION NO. 2086-2021

Mr. Staffopoulos stated the Attorney General for the State of Florida asked the City to be party to the State of Florida's opioid litigation efforts, in the belief that the more governmental entities that joined, the more the State would receive in compensation as a result of national settlements with opioid manufacturers. Mr. Staffopoulos believed it was in the best interest of the City, Duval County, and the State of Florida to join in this Memorandum of Understanding.

Mayor Hoffman requested the City Clerk read Resolution No. 2086-2021 by title only, whereupon Ms. Gosselin read the following:

“A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AUTHORIZING THE CITY OF JACKSONVILLE BEACH TO JOIN WITH THE STATE OF FLORIDA AND OTHER LOCAL GOVERNMENTAL UNITS AS A PARTICIPANT IN THE FLORIDA MEMORANDUM OF UNDERSTANDING AND FORMAL AGREEMENTS IMPLEMENTING A UNIFIED PLAN; PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY, AND AN EFFECTIVE DATE.”

Motion: It was moved by Mr. Nichols and seconded by Ms. Golding to adopt Resolution No. 2086-2021 authorizing the City of Jacksonville Beach to join with the State of Florida and other local governmental units as a participant in the Florida Memorandum of Understanding and Formal Agreements implementing a Unified Plan.

Discussion:

There was no discussion by the Council.

Roll Call Vote: Ayes – Nichols, Stokes, Dumont, Golding, Janson, Meza, Mayor Hoffman
The motion passed unanimously.

ORDINANCES – None

ADJOURNMENT:

There being no further business, the meeting adjourned at 6:51 P.M.

Submitted by: Sheri Gosselin
Acting City Clerk

Approval:

Christine H. Hoffman, MAYOR

Date: _____

The Council Workshop began at 5:30 P.M.

The following City Council Members were in attendance:

Mayor: Christine Hoffman

Council Members: Georgette Dumont Sandy Golding Dan Janson
Fernando Meza Cory Nichols (absent) Chet Stokes

Also present were City Manager Mike Staffopoulos, Chief Financial Officers Ashlie Gossett, Acting City Clerk Sheri Gosselin, and Attorney Cliff Shepard.

Purpose of Workshop

The purpose of the workshop was to review Sections 8 through 14 of the City's Charter and recommend any revisions.

Attorney Cliff Shepard presented proposed revisions and amendments [on file] to be considered to the City Charter regarding the following sections:

- Section 8: Quorum
- Section 9: Introduction and passage of ordinances and resolutions
- Section 10: When ordinances and resolutions take effect; emergency measures
- Section 11: Authentication and publication of ordinances and resolutions
- Section 12: City Clerk
- Section 13: Duties and powers of Clerk
- Section 14: City Finance Officer

It was the consensus of the Council to change the monthly financial reports submitted to the Council to quarterly, and to relocate Section 14. – Chief Financial Officer and Section 14 (a). – Custody of City Money, etc. to Chapter VII Budget and Finance.

The consensus of the Council was to move forward on the other changes proposed. These changes would be added to the draft ordinance submitting all the proposed changes to consider for a referendum at the next general election.

Mr. Staffopoulos stated the next Charter Review Workshop for City Council would be held on July 22, 2021.

The workshop adjourned at 6:47 P.M.

Submitted by: Jodilynn Byrd
Administrative Assistant

Approval:

Christine H. Hoffman, MAYOR

Date: _____

The Council Workshop began at 6:01 P.M.

The following City Council Members were in attendance:

Mayor:	Christine Hoffman		
Council Members:	Georgette Dumont	Sandy Golding	Dan Janson (absent)
	Fernando Meza	Cory Nichols	Chet Stokes

The following Planning Commission Members were in attendance:

Chairman:	Greg Sutton		
Board Members:	Dave Dahl (absent)	Margo Moehring	Britton Sanders
	Colleen White	Justin Lerman	

Also present were City Manager Mike Staffopoulos and Director of Planning and Development Heather Ireland.

Purpose of Workshop

The purpose of the workshop was to discuss the Adventure Landing Development Proposal.

City Manager

Director of Planning and Development Heather Ireland reviewed a PowerPoint presentation [on file] regarding the following topics related to the Adventure Landing Development Proposal:

- Property Information
- Future Land Use and Zoning District Designations
- Amendments for Proposed Changes
- Application Process Flow

Property owner representative Attorney Steve Diebenow reviewed a PowerPoint presentation [on file] regarding the following topics:

- Proposed creation of multi-family housing PUD
- Land Use (before and after)
- Zoning (before and after)
- Parcel Analysis

Mr. Diebenow answered questions from the Council about the proposal.

The following spoke in regards to the Adventure Landing Development Proposal

- Sharyl Truty, 438 Lower 8th Avenue South, Jacksonville Beach

The workshop adjourned at 6:30 P.M.

Submitted by: Jodilynn Byrd
Administrative Assistant

Approval:

Christine H. Hoffman, MAYOR

Date: _____

The Council Briefing began at 6:31 P.M.

The following City Council Members were in attendance:

Mayor: Christine Hoffman

Council Members:	Georgette Dumont	Sandy Golding	Dan Janson
	Fernando Meza	Cory Nichols	Chet Stokes

Also present were City Manager Mike Staffopoulos.

Purpose of Briefing

The purpose of the Briefing was to update the Council members about ongoing items in the City.

City Manager

Strategic Plan – Staff Review Comments

City Manager Mike Staffopoulos stated on May 14, 2021, the Council held a strategic planning session. This session identified three overarching priorities with two goals for each priority and two objectives for each goal. Mr. Staffopoulos further stated staff reviewed the draft document and provided recommendations for the Council's consideration.

Conversation ensued regarding the suggested changes. The consensus of Council agreed with the proposed modifications and agreed staff should begin developing action items for each objective.

Staffing Additions for FY2022

Deputy City Manager Karen Nelson reviewed the FY2022 Operating Budget enhancements regarding Personal Services by reviewing the requested additional staff positions.

Ms. Nelson advised because the recruitment and hiring of a department head typically takes several months, staff recommended the Chief Information Officer (CIO) position be advertised beginning in July 2021. This would allow the CIO to be onboard as soon as possible after October 1, 2021. Ms. Nelson noted it was not the staff's intention to have the CIO start before the new fiscal year, only recruiting for the position.

The consensus of Council was to begin the recruiting process for the CIO position in July 2021.

Future Briefing Topics

Mr. Staffopoulos asked the Council if they wanted to add the topic of indoor/outdoor seating as it relates to alcohol licenses to an upcoming Briefing Agenda. It was the consensus of the Council to add the topic for future discussion. Mayor Hoffman stated she would like to add conversation regarding additional outdoor seating for restaurants in the downtown area in general to the same conversation.

Council Member Golding advised Kevin Brown, representing the Fletcher Marine Coastal Club, recently addressed the Council regarding adding additional PVC pipe fencing to other locations on the beach to protect the dunes. Conversation ensued, and the consensus of the Council was to speak with Director of Public Works Dennis Barron to work with Mr. Brown to add additional pipe fencing to high traffic areas such as Oceanfront Park, 16th Avenue South, and 30th Avenue South.

Council Member Meza inquired whether there were any inspections or other actions the City could complete to assure the safety of the high-rise condo buildings. Mr. Staffopoulos stated Fire Marshal Steve Sciotto would speak to owners of buildings that met the required 40-year structural analysis requirements but advised the City is not responsible for conducting inspections regarding building structure integrity.

Council Member Nichols stated he spoke to the Mayor of the Town of Davie about making the transition from having a separate Community Redevelopment Agency. Mr. Nichols stated he would like to further discuss this option for the City.

Committee Assignment Report

Mayor Hoffman announced the next Downtown Hospitality Business Meeting was scheduled for June 29, 2021, and the Executive Director of Mission House would be the guest speaker. Ms. Hoffman also anticipated a follow-up conversation with business owners regarding the recent Orange Crush event. Lastly, Ms. Hoffman noted the guest speaker for the July meeting would be a representative from the Donna Foundation.

The Briefing adjourned at 7:15 P.M.

Submitted by: Jodilynn Byrd
Administrative Assistant

Approved:

Christine H. Hoffman, MAYOR

Date: _____



City of Jacksonville Beach • 11 North Third Street • Jacksonville Beach FL 32250

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Sheri Gosselin, Acting City Clerk
DATE:	June 23, 2021
SUBJECT:	Board of Adjustment Appointments

BACKGROUND

The City Council appoints Board of Adjustment members. The Board of Adjustment is composed of five members and two alternates who serve four-year terms. Staff is requesting to fill the vacant Regular Member seat.

- Board of Adjustment member Scott Cummings resigned from the board effective June 16, 2021. Mr. Cummings's term was to expire on December 31, 2023.
- Owen Curley was appointed as 1st Alternate on the Board of Adjustment on December 7, 2020, to fill an unexpired term. Mr. Curley's term will expire on December 31, 2021. Mr. Curley would like to be considered to replace Mr. Cummings as a Regular Member. If appointed as a Regular Member, Mr. Curley's term expiration date would be December 31, 2023.
- Daniel Elmaleh was appointed as 2nd Alternate on the Board of Adjustment on December 21, 2020, to fill an unexpired term. Mr. Elmaleh's current term will expire on December 31, 2021. Mr. Elmaleh would like to be considered to replace Mr. Curley as 1st Alternate should Mr. Curley be appointed as a Regular Member. If appointed, Mr. Elmaleh's term expiration date would be December 31, 2021.
- Should Mr. Curley and Mr. Elmaleh be appointed as Regular Member and 1st Alternate respectively, staff recommends the Council leave the 2nd Alternate position vacant until after board applicant interviews are held to consider all of the terms expiring on December 31, 2021, for various City boards.
- There is also one applicant eligible for consideration for appointment to the Board of Adjustment that has been interviewed by City Council Members. The application for Albert (Sonny) Wilkinson is attached for your review. Mr. Wilkinson listed three boards as his 1st choice, including the Board of Adjustment.



City of Jacksonville Beach • 11 North Third Street • Jacksonville Beach FL 32250

FINANCIAL IMPACT

None

REQUESTED ACTION

- Appoint Owen Curley to fill the remainder of the vacant Regular Member Board of Adjustment term expiring on December 31, 2023; **and**
- Appoint Daniel Elmaleh to fill the remainder of the 1st Alternate Board of Adjustment term expiring on December 31, 2021; **and**
- Defer appointment of the 2nd Alternate to the Board of Adjustment until the Council interviews other board applicants.

Or

- Nominate and appoint a new Regular Member to the Board of Adjustment to fill the remainder of the vacant Regular Member term expiring on December 31, 2023.

ATTACHMENTS

- Description of Boards
- Board Application of Albert (Sonny) Wilkinson
- List of board applicants

City of Jacksonville Beach

Brief Description of City Boards

Board of Adjustment (BOA)

- Meets 1st and 3rd Tuesday of each month at 7:00 P.M. in the Council Chambers at City Hall.
- The Board of Adjustment hears, reviews, approves, approves with conditions, or denies variances to the terms of the Land Development Code. Board of Adjustment members are appointed by the City Council. **Five members and two alternates appointed by City Council serve four-year terms.** Eligibility criteria: must be a qualified elector and have a two-year residency for the appointment. Although no specific experience requirements shall be necessary as a prerequisite to an appointment, consideration shall be given to applicants who have experience in planning, the law, architecture, natural resource management, real estate, and related fields. No member of the city council or a city employee may serve on the Board of Adjustment.

Community Redevelopment Agency (CRA)

- Meets the 4th Monday of each month at 3:00 P.M. in the Council Chambers at City Hall.
- The Community Redevelopment Agency is a five-member board appointed by the City Council and oversees two designated Community Redevelopment Districts within the City.
 - *The South Beach Redevelopment District is composed of approximately 356 acres near the intersection of J. Turner Butler Boulevard and west of Third Street (SR A1A).*
 - *The Downtown Redevelopment District is composed of 185 acres from 13th Avenue South to 9th Avenue North, and east of Third Street (SR A1A).*
- The CRA is responsible for implementing the redevelopment plan for each district as adopted by the City Council. As part of the implementation process, the CRA is responsible for marketing the areas, identifying developers, issuing Requests for Development Proposals, selection of developers, contract approving, financing plans, and monitoring contract implementation. **Five members appointed by the City Council serve four-year terms.** Eligibility criteria: Reside in or be engaged in business within the area of operation of the agency, coterminous with the area of the county or municipality. The CRA is responsible to the City Council.

Planning Commission (PC)

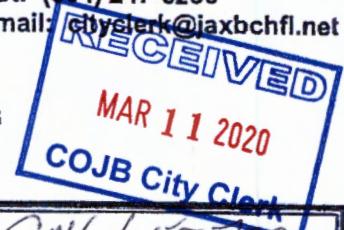
- Meets the 2nd and 4th Monday of each month at 7:00 P.M. in the Council Chambers at City Hall.
- The Planning Commission serves as the City's Local Planning Agency as required by Florida Statutes and primarily reviews and approves, approves with conditions, or disapproves Conditional Use Zoning applications. The Commission also hears requests for rezoning, text amendments, comprehensive plan amendments, and makes recommendations to the City Council on their approvals. **Five members and two alternates appointed by City Council serve four-year terms.** Eligibility criteria: a qualified elector and two-year residency requirement for the appointment. Although no specific experience requirements shall be necessary as a prerequisite to an appointment, consideration shall be given to applicants who have experience or education in planning, law, architecture, natural resource management, real estate, and related fields. No member of the city council or a city employee may serve on the Planning Commission.

Pension Boards of Trustees

- Meets quarterly (*February, May, August, November*) or more frequently, if needed.
- The City has three Retirement Systems: Firefighters', General Employees', and Police Officers'. Each Board consists of **five trustees who serve two or four-year terms; two appointed by Council, two elected by employees, and one appointed by the other four members.** Trustees have a fiduciary responsibility and are responsible for administering the plans as adopted by City Council.



Application for Appointment to City Boards



Personal Information (Please print or type)

Name: <u>Albert (Sonny) Wilkinson</u>	Home Phone: <u>904 655 7592</u>
Home Address: <u>4233 Duval Drive</u>	<u>Jacksonville Beach, FL 32250</u>
E-Mail Address: <u>ahwillk@gmail.com</u>	Cell Phone: <u>same</u>
Occupation: <u>Retired Physician</u>	Business Phone: _____
Business Name: _____	
Business Address: _____	

Eligibility - Please Circle

Are you a resident of the City?	<u>Yes</u>	No	If yes, length of time: <u>30 yrs</u>
Are you a registered voter?	<u>Yes</u>	No	If yes, what County: <u>Duval</u>
Do you own property in the City?	<u>Yes</u>	No	If yes, address: <u>4233 Duval Drive</u>
Do you hold a public office?	<u>Yes</u>	<u>No</u>	If yes, Office name: _____
Are you employed by the City?	<u>Yes</u>	<u>No</u>	If yes, position: _____
Are you currently serving on a Board?	<u>Yes</u>	<u>No</u>	If yes, Board Name: _____
Have you been convicted of a felony?	<u>Yes</u>	<u>No</u>	If yes, provide date: _____
Have your civil rights been restored?	<u>Yes</u> <u>N/A</u>	<u>No</u>	If yes, provide date: _____
Have you filed bankruptcy?	<u>Yes</u>	<u>No</u>	If yes, provide date: _____

Potential Conflict of Interest: Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? Yes No

If yes, please provide details: _____

City Boards (Please indicate your preferences by ranking - denote your Primary choice with a "1", Secondary choice with a "2".)

<u>1</u> Board of Adjustment	<u>2</u> Planning Commission
<u>1</u> Community Redevelopment Agency	<u>1</u> Pension Trustee

Please list the type of City meetings you have attended: I have been to a few zoning meetings and school board meetings

Qualifications (Briefly describe specific expertise, abilities, or qualifications): Extensive experience with medical & personal finance, investment properties, extensive medical

Education: <u>BA Emory University</u>
<u>MD Tulane University</u>
<u>surgical training Univ of Tennessee Stanford Univ</u>
<u>currently enrolled in finance classes</u>

leadership positions Board positions

Application for Appointment to City Boards (cont.)

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board members and elected officials. Please circle the appropriate responses.

Race

☐ African-American

☐ Asian/Pacific Islander

☐ American Indian/Alaskan

☒ Caucasian

☐ Hispanic

☐ Not Known

Gender

☐ Female

☒ Male

Physically Disabled

☐ Yes

☒ No

Florida's Public Records Law, Chapter 119, Florida Statutes, states: "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form 1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes.

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete, or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete, or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

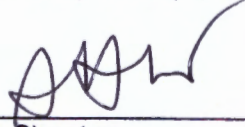
Applications are submitted to the City Clerk and are valid for two years from the date they are submitted. All applicants are interviewed following their application submittal. When vacancies occur, the City Council considers all eligible applicants and votes to make board appointments.

By submitting this form, I declare the foregoing facts to be true, correct, and complete. Additionally I hereby authorize a criminal background check.

Date

3/8/20

Applicant's Signature



Please do not write below - Staff use

Date application received: _____

Interviewed on: 03/11/2020

Eligible for appointment Yes No

If not eligible for appointment

Explanation: _____

Appointed to: _____

Date: _____

Appointed to: _____

Date: _____

Appointed to: _____

Date: _____

Curriculum Vitae

Name: Albert H. Wilkinson III

Birth: May 18, 1958
Chicago, Illinois

Education: Emory University
B.A., March 1984

Tulane Medical School
M.D., June 1984

Internship: Pediatrics
University of South Alabama Medical Center
1984 – 1985

Residency: Otolaryngology – Head and Neck Surgery
University of Tennessee Center for the Health Sciences
1986 – 1989

Fellowship: Facial Plastic and Reconstructive Surgery
Stanford University Medical Center
1989 – 1990

Licensure: Florida Department of Professional Regulation
License #A045909, 1989

California Board of Medical Examiners
License #A045909, 1989

Tennessee Board of Medical Examiners
License #016891, 1987

Louisiana State Board of Medical Examiners
License #R038388, #L018004, 1985

Board Certification: American Board of Otolaryngology – Head and Neck Surgery, 1989

American Board of Facial Plastic and Reconstructive Surgery, 1992

**Academic
Appointments:**

Instructor, Department of Otolaryngology – Head and Neck Surgery, Stanford University Medical Center, Palo Alto Veterans Medical Center, 1989 – 1990

Consultant, Nemours Children's Clinic, 1990 – Present

**Hospital
Appointments:**

**Baptist Medical Center South, Jacksonville, Florida
Active, 2005 – Present**

**Baptist Medical Center, Jacksonville, Florida
Active, 1990 – Present**

**Wolfson Children's Hospital, Jacksonville, Florida
Courtesy, 1990 – Present**

**Professional
Affiliations:**

**Diplomat – American Board of Facial Plastic and Reconstructive Surgery
Diplomat – American Board of Otolaryngology – Head and Neck Surgery
Fellow of American Academy of Otolaryngology – Head and Neck Surgery
Fellow of American College of Surgeons
Florida Medical Association
Duval County Medical Society**

**Leadership
Positions:**

Medical Director, Baptist ENT Associates, 2012 – Present

**Chief of Surgery, Baptist South Medical Center,
2008 -2010**

Leadership Jacksonville Class of 2007

Secretary of Medical Board, Baptist South Medical Center, 2005 – 2006

**CEO Facial Plastic and ENT Surgical Associates,
1998 – 2000**

Chief of Department of Otolaryngology, Baptist Medical Center, 1992 – 2004

Chief Resident, Otolaryngology – Head and Neck Surgery, University of Tennessee Medical Center, 1989

Honor Board President, Tulane Medical School, 1984

Student Body President, Tulane Medical School, 1984

Class President, Tulane Medical School, 1980

**Board
Positions:**

**Baptist South Medical Board, 2005 – 2010
Cystic Fibrosis Foundation Advisory Board, 2005 – 2008
Baptist Medical Board, 1992 – 2004
Board of Governors, Tulane Medical School, 1984**

**Committee
Positions:**

**Credentials Committee, Baptist Medical Center
Quality Assurance, Baptist Medical Center
Operating Rooms Committee, Baptist Medical Center
Medical Records Committee, Baptist Medical Center
Florida Physicians Insurance Corporation, Claims Review Committee
Baptist Health System Leadership Committee**

**Volunteer
Positions:**

Volunteer Physician – Youth Explorers, Baptist Medical Center, 1992 – 1994

Volunteer Physician, WeCare of Jacksonville, 1993 – 2004

Volunteer Physician – Seabreeze Elementary School, Growth and Development Instructor, 1998 – 2010

Volunteer Physician, Beaches Mission House Charity Clinic, 2004 – 2005

Instructor Junior Achievement, 2008 – 2009

The Bridge Mentoring Program, 2012 – 2016

Publications:

**“The Effects of Intubation on Laryngeal Function”;
Beckford, Wilkinson, Crook: Laryngoscope, 1990**

**“Extraskelatal Myxoid Chondrosarcoma of the
Epiglottis”; Wilkinson, Beckford, Parham, Babin:
Journal of Otolaryngology Head and Neck Surgery, 1991**

**“Effects of Argon Beam Coagulation on Peripheral
Nerves”; Steiniger, Fee, Nowels, Lusted, Wilkinson:
Laryngoscope, 1992**

**“Advances in Rhinology”; Snowden, Wilkinson:
Northeast Florida Medicine, 2015**

Awards:

**Expert Network – “Distinguished Doctor Designation”,
2016**

Castle Connolly, “Top Doctor”, 2014, 2016

**Best Doctors in America, “Best Doctor” Award, 2006,
2007, 2008, 2009, 2010, 2012, 2013**

Florida Patient Choice Award, 2012

**Jacksonville Magazine – “Top Doctor” Award, 2001,
2005, 2006, 2010**

**Duval County Health Department Volunteer Services
Program Award, 2001, 2003**

Tulane Medical Center, 1854 Society Award, 1994

Presentations:

**“Chondrosarcoma of the Epiglottis”; American Society of
Pediatric Otolaryngology, San Diego, California, May
1989**

**“Melanoma of the Head and Neck”, University of
Tennessee Medical Center Grand Rounds, January 1989**

**“About Face – A Discussion of Facial Plastic Surgery”,
Los Altos and Palo Alto Adult Education Program, Palo
Alto, California, 1989**

“Contemporary Wound Healing Agents for the Facial Plastic Surgeon”, Western Section of the American Academy of the Facial Plastic and Reconstructive Surgery, Monterey, California, January 1990

“Application of Procuren to the Wounds of Dermabrasion and Chemical Peels”, American Academy of Facial Plastic and Reconstructive Surgery, Hawaii 1990

“Reconstruction of the Paralyzed Face”, Baptist Medical Center Lecture Series, Jacksonville, Florida, 1991

“Treatment of Sinusitis”, Camden County Medical Society, St. Mary’s, Georgia, 1991

“Common Facial Fractures and Treatments”, Family Practice Grand Rounds, Baptist Medical Center, 1993

“Facelift Techniques”, Obstetrics and Gynecology Grand Rounds, Baptist Medical Center, 1993

“Rhinoplasty”, WTLV 12 Medical Information Series, Television Guest, 1996

“Plexiform Neurofibroma”, Baptist Medical Center Tumor Board, 2002

“Neurotropic Cutaneous Tumors”, Baptist Medical Center Tumor Board, 2004

Active Board Applications

Applicant Name	Address	Phone	Email	Residency requirements	Registered voter	Board interest	Application date	Interveiw date	Appointed to Board	Comments
Samuel Langham	138 32nd Avenue S.	904/249-3403	salangham@reabc.com	Yes	Yes	1 - CRA 2 - PC	1/25/2019	10/30/2019		
John Gray Jr.	3972 Poincianna Blvd.	904/655-2612	john@restore24.net	Yes	Yes	1 - CRA 2 - PC	6/7/2019	10/30/2019		
Melissa (Missy) Westerman		904/535-4761	mwest104@att.net	Yes	Yes	1 - CRA 2 - PC	9/29/2020	10/16/2020		
Albert (Sonny) Wilkinson	4235 Duval Drive	904/655-7392	ahwilk@gmail.com	Yes	Yes	1 - BOA/Pension/CRA 2 - PC	3/11/2020	6/5/2020		
Stephanie Piraino	1212 14th Avenue N.	904/575-5777	stephaniepiraino@hotmail.com	Yes	Yes	1 - PC 2 - BOA	8/3/2020	N/A		Interested but currently traveling for work. Follow up late 2021.
Shandy Thompson	522 3rd Avenue S.	904/738-5732	shandy.thompson@icloud.com	Yes	Yes	1 - PC 2 - BOA	3/26/2021	N/A		
Walter Haynes	116 Seagrape Dr.	904/626-4482	walt@integrityfirstelectric.com	Yes	Yes	1 - PC	5/3/2021	N/A		
Rebecca Linsner-Like	1017 2nd Street N.	904/589-8213	rlike33@bellsouth.net	Yes	Yes	1 - PC 2 - CRA	5/7/2021	N/A		
Joy Esler	136 19th Avenue N.	904/616-4934	joy@lotuscenterofhealing.com	Yes	Yes	1 - Pension	5/7/2021	N/A		
Jennifer Williams	929 2nd Avenue N.	949/500-4858	williamsjs909@gmail.com	Yes	Yes	1 - CRA	5/10/2021	N/A		
D. Lance Huish	729 13th Avenue S.	219/779-3516	chief_huish@yahoo.com	Yes	Yes	1 - Pension 2 - PC	5/10/2021	N/A		
Heather McConville	619 14th Avenue N.	904/945-5496	heather@a1arealtyservices.com	Yes	Yes	1 - PC 2 - CRA	5/10/2021	N/A		
Jeffrey Bredeson	2114 Gail Ave. (A)	904/699-6308	jbredeson2003@yahoo.com	1.5 years (3/23/2020)	Yes	1 - CRA 2 - Pension	5/10/2021	N/A		OK per DS for Pension sent application (on 5/10/21) to Taylor for clarification regarding residency requirement for CRA
Stacy Smith	365 Palm Tree Road	904/803-7145	stacy73322@gmail.com	Yes	Yes	1 - PC 2 - CRA	5/10/2021	N/A		
Emily Stouffer	2609 Madrid Street	904/347-0040	emily@bovecompany.com	Yes	Yes	1 - Pension 2 - PC	5/12/2021	N/A		
Nicholas Andrews	135 17th Avenue N.	808/753-3965	nicholas.e.andrews@outlook.com	Yes	Yes	1 - PC 2 - BOA	5/12/2021	N/A		
Ken Marsh	2011 Gail Ave	904/304-1906	kdcmarsh@gmail.com	Yes	Yes	1 - CRA	5/12/2021	N/A		
Todd Smith	1443 10th Avenue N.	904/831-7986	saltman1222@gmail.com	Yes	Yes	1 - BOA	5/13/2021	N/A		
Jeffrey Spear	2400 1st Street S. #I35	904/685-2135	jeff@studiospear.com	Yes	Yes	1 - CRA 2 - PC	5/14/2021	N/A		
Debbie Cole	926 6th Avenue S.	305/900-7241	debbiec87@hotmail.com	Yes	Yes	1 - CRA 2 - PC	5/24/2021	N/A		
Peter Schroeder	138 33rd Avenue S.	904/805-2096	chris@pcsfirm.com	Yes	Yes	1 - BOA 2 - PC	5/26/2021	N/A		
Ben Rubin	126 1st Street S.	904/472-8891	niburneb@gmail.com	Yes	Yes	1 - CRA	6/22/2021	N/A		

***Board applications are valid for two years.**



City of Jacksonville Beach • 11 North Third Street • Jacksonville Beach FL 32250

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Ashlie Gossett, Chief Financial Officer
DATE:	July 9, 2021
SUBJECT:	Monthly Financial Reports for June 2021

BACKGROUND

The attached Summary Budget Reports show the cumulative actual revenues and expenditures compared to the actual amounts at the same point in time as last fiscal year. Exhibit 7 of the Summary Budget Reports compares actual revenues and expenditures to budget in total by fund. These reports are prepared on a cash basis.

Exhibit 1 - General Fund Revenues

- Total General Fund revenues are in line with last year on a percent of budget basis.
- Annual ad valorem tax distributions were received in December, bringing the tax revenue-to-date to 88.27% of the annual budget.
- The decrease in permit revenues is largely attributable to a decline in permit application activity compared to the same time in the prior year.
- The increase in charges for services reflects the suspension of recreation programs and special events in the prior year in response to the COVID-19 pandemic.
- Miscellaneous revenue includes interest on pooled investments, auction proceeds, facility rental fees, tennis fees, and cemetery lots purchased. The decrease from the prior year is due primarily to the adjustment to market value of the City's pooled investment assets.

Exhibit 2 - General Fund Expenditures

- Total General Fund Expenditures are under budget by 9.18% and in line with the prior year expenditures on a percentage of budget basis.
- Police Department expenditures increased in the current year because of the union contract ratification and police cars ordered in the prior year, but received in FY2021.
- The decrease in Fire Department Expenditures from the prior year is attributable to the savings realized from contracting out fire services to the City of Jacksonville.



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Exhibit 3 - Enterprise Fund Revenues

- Enterprise Fund Revenues are under budget by 4.51% and slightly ahead of the prior year on a percent of budget basis.
- The dollar variance in Electric revenues is due to the suspension of the bulk power portion of the electric revenue rate in the prior year months of October, April, and May.
- The Natural Gas cost of gas rate was reduced in May 2021 from \$0.48 to \$0.44 per therm, contributing to the overall revenue reduction in the current year.
- Golf Course revenues are 11.42% ahead of the prior year on a percent of budget basis due to increased play at the course and rate adjustments adopted in both July and November 2020.

Exhibit 4 - Enterprise Fund Expenditures

- Total expenditures in the Enterprise Funds are under budget for the current year and 1.00% higher than prior year actuals on a percent of budget basis.
- The decrease in both Electric and Water & Sewer expenditures from the prior year is largely attributable to savings in debt service costs now that the City is debt free.
- Year over year increases in the Stormwater Fund is due to the timing of capital projects.
- The decreases in expenditures in the Sanitation Fund is due to the timing of capital purchases in the prior year.

Exhibit 5 – Special Revenue Fund Revenues

- Revenues in the Special Revenue Funds are 6.57% lower than prior year actuals on a percent of budget basis.
- Convention Development revenues reflect receipts for activity through April.
- The annual tax increment distribution for both the Downtown and Southend districts were received in December. The decrease from the prior year in both funds is due primarily to the adjustment to market value of the City's pooled investment assets.



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Exhibit 6 - Special Revenue Fund Expenditures

- In total, Special Revenue Fund expenditures are under budget for the current year and 16.10% lower than the prior year on a percentage of budget basis.
- Community Development Block Grant Fund expenditures will be reimbursed by grant funding.
- The increase in Infrastructure Surtax Fund expenditures is attributable to roadway milling, paving and overlay projects.
- The variance from the prior year in both the Downtown and Southend Increment Funds is largely due to the timing of capital project expenditures.

Exhibit 7 - Summary Revenues and Expenditures

- The net income shown for the Electric Fund is overstated because monthly power bills are paid in arrears to FMPA.
- The final utility revenue bond payment was made on October 1st. The City is now debt free.

REQUESTED ACTION

Accept/Reject the financial reports for the month of June 2021.

ATTACHMENTS

- Summary Budget Reports
- Cash and Investments Reports



Summary Budget Revenue Report

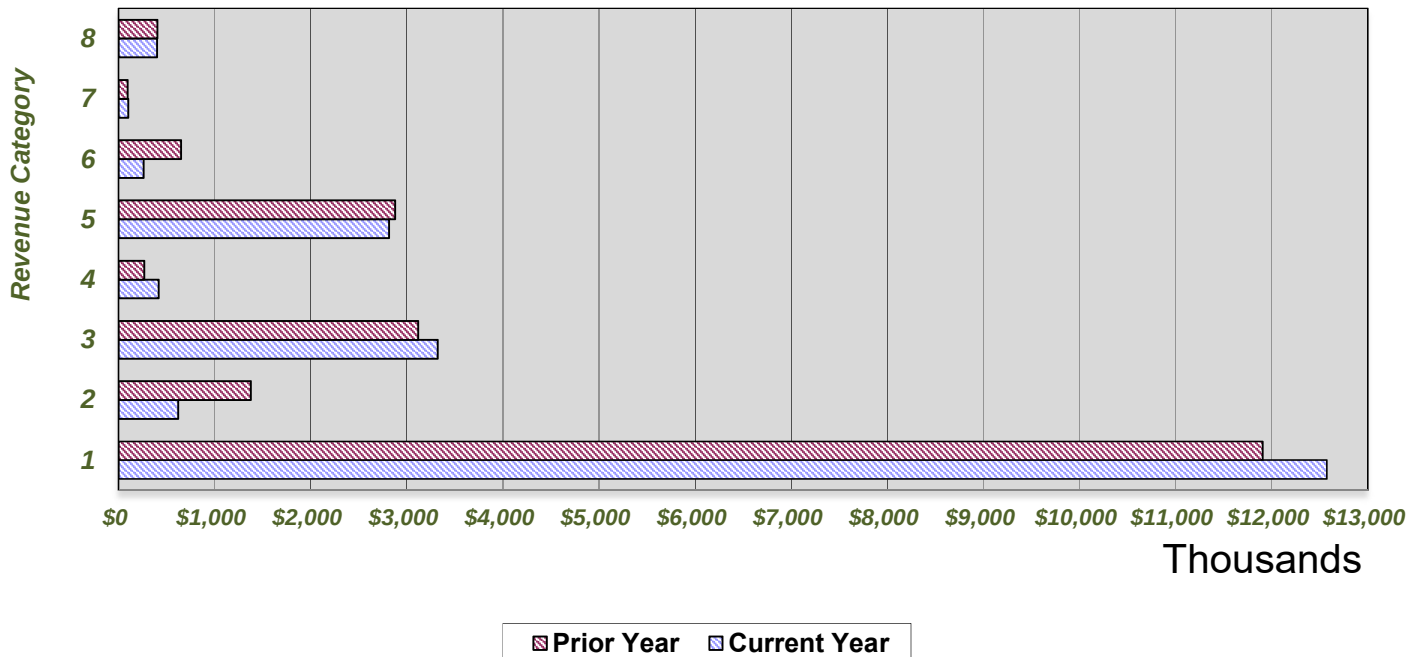
June 30, 2021

(74.79% of year has elapsed)

EXHIBIT 1 - GENERAL FUND REVENUES

Revenue Category	Current Year Revenue to Date	Current Year Revenue As a % of Budget	Prior Year Revenue to Date	Prior Year Revenue As a % of Budget	% Variance (Current Year Less Prior Year)	\$ Variance (Current Year Less Prior Year)
1 Taxes	12,573,058	88.27%	11,903,011	87.28%	0.99%	670,047
2 Licenses & Permits	623,003	120.99%	1,375,893	227.76%	-106.77%	(752,890)
3 Intergovernmental Revenue	3,321,088	86.31%	3,118,751	68.91%	17.39%	202,338
4 Charges for Services	418,530	95.09%	270,199	67.72%	27.37%	148,332
5 Enterprise Contributions	2,816,668	75.00%	2,877,990	75.00%	0.00%	(61,322)
6 Miscellaneous Revenue	262,440	71.14%	650,420	147.60%	-76.46%	(387,980)
7 Fines & Forfeitures	101,026	66.78%	95,150	59.28%	7.50%	5,876
8 Interfund Transfers	401,551	78.12%	404,532	78.70%	-0.58%	(2,981)
Total Revenues	\$ 20,517,365	86.07%	\$ 20,695,945	85.80%	0.27%	\$ (178,581)

GENERAL FUND REVENUES TO DATE CURRENT YEAR VS PRIOR YEAR



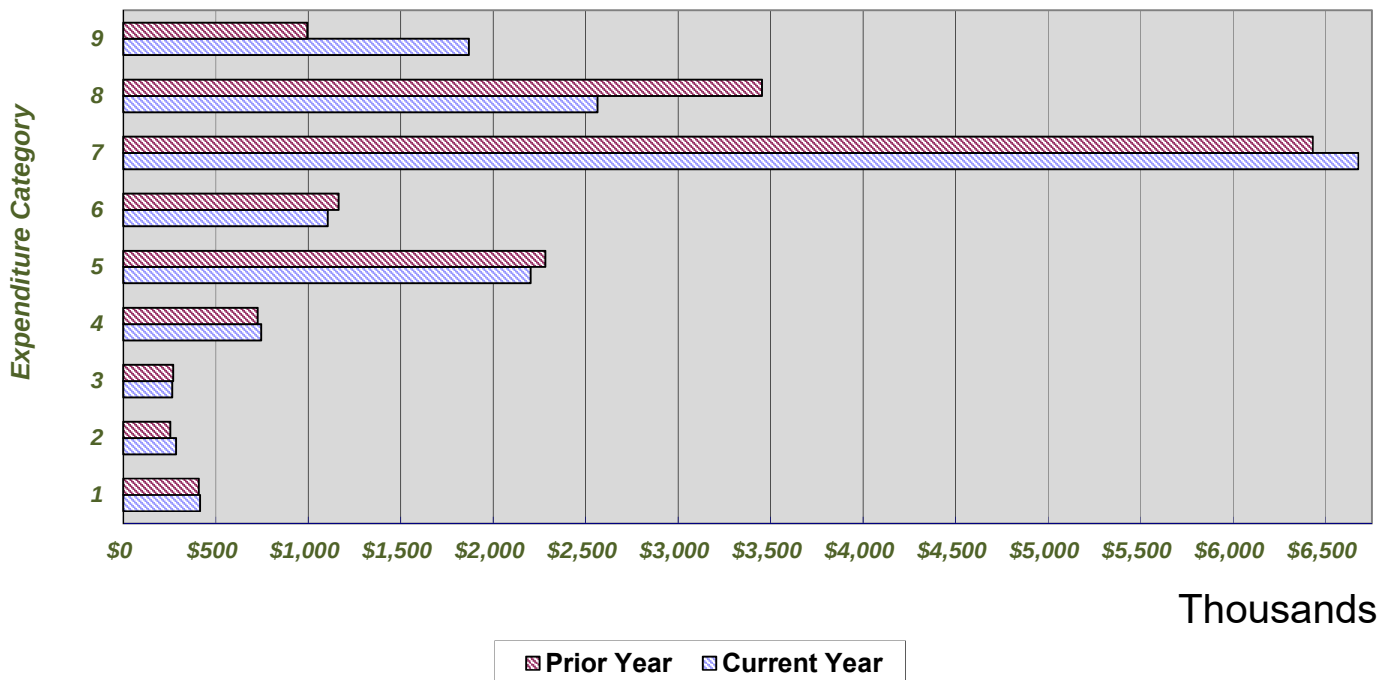


Summary Budget Expenditure Report
 June 30, 2021
 (74.79% of year has elapsed)

EXHIBIT 2 - GENERAL FUND EXPENDITURES

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures As a % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures As a % of Budget	% Variance (Current Year Less Prior Year)	\$ Variance (Current Year Less Prior Year)
1 City Administration	416,323	63.80%	408,619	77.04%	-13.24%	7,704
2 City Clerk	285,504	68.86%	254,378	65.34%	3.51%	31,127
3 Building Maintenance	265,054	62.43%	270,639	62.52%	-0.10%	(5,586)
4 Planning and Development	747,072	62.07%	727,909	62.56%	-0.49%	19,163
5 Recreation and Parks	2,203,382	59.57%	2,281,355	64.10%	-4.53%	(77,973)
6 Public Works	1,106,536	59.65%	1,165,671	66.83%	-7.18%	(59,135)
7 Police	6,676,533	64.95%	6,431,231	63.97%	0.98%	245,301
8 Fire	2,564,604	78.81%	3,452,234	78.59%	0.22%	(887,630)
9 Non-Departmental	1,869,002	66.54%	996,206	50.16%	16.38%	872,795
Total Expenditures	\$ 16,134,010	65.61%	\$ 15,988,243	65.93%	-0.32%	\$ 145,767

**GENERAL FUND EXPENDITURES TO DATE
 CURRENT YEAR VS PRIOR YEAR**





Summary Budget Revenue Report

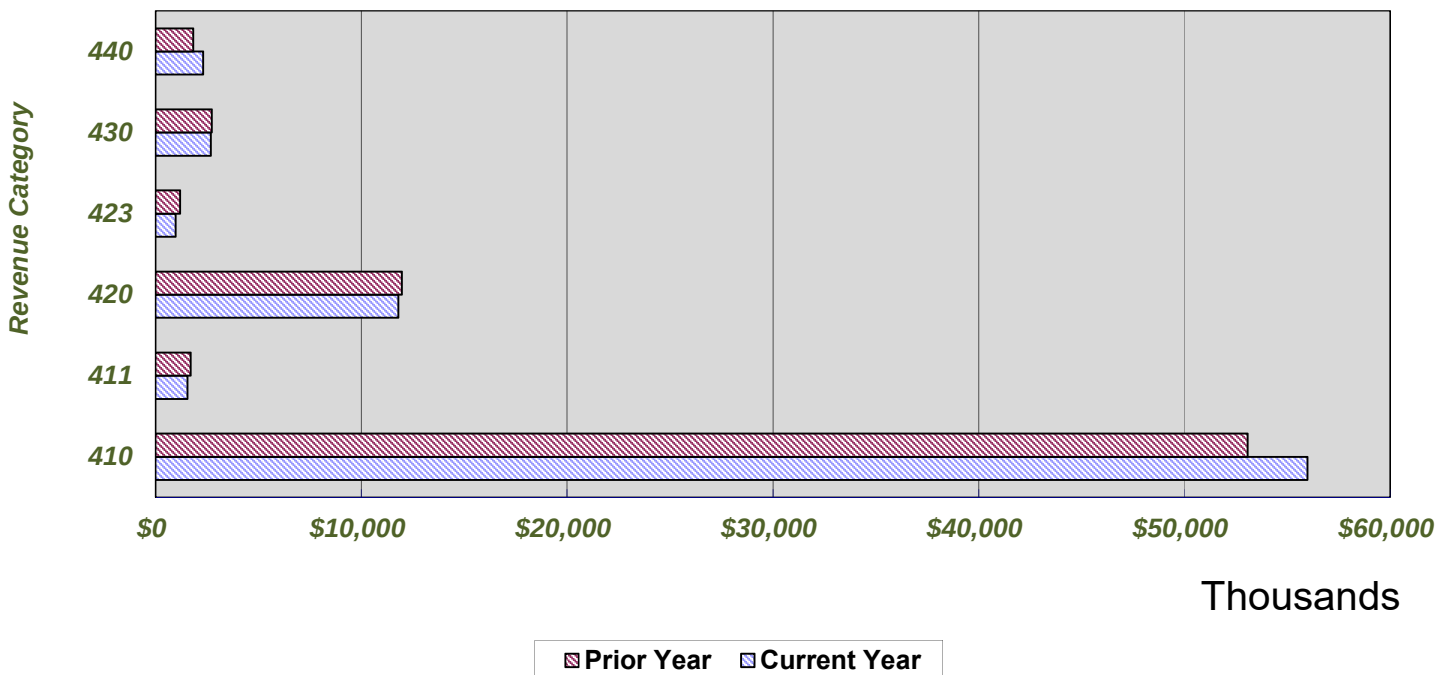
June 30, 2021

(74.79% of year has elapsed)

EXHIBIT 3 -ENTERPRISE FUND REVENUES

Revenue Category	Current Year Revenue to Date	Current Year Revenue As a % of Budget	Prior Year Revenue to Date	Prior Year Revenue As a % of Budget	% Variance (Current Year Less Prior Year)	\$ Variance (Current Year Less Prior Year)
410 ELECTRIC	55,973,620	67.58%	53,060,079	64.62%	2.96%	2,913,541
411 NATURAL GAS	1,554,722	69.47%	1,702,244	70.77%	-1.30%	(147,521)
420 WATER & SEWER	11,801,134	79.26%	11,973,221	81.42%	-2.16%	(172,088)
423 STORMWATER	970,097	67.33%	1,192,226	82.02%	-14.69%	(222,129)
430 SANITATION	2,681,031	75.18%	2,732,259	77.74%	-2.56%	(51,228)
440 GOLF COURSE	2,320,097	106.28%	1,837,654	94.86%	11.42%	482,443
TOTAL REVENUES	\$ 75,300,701	70.28%	\$ 72,497,683	68.31%	1.97%	\$ 2,803,018

ENTERPRISE FUND REVENUES TO DATE CURRENT YEAR VS PRIOR YEAR





Summary Budget Expenditure Report

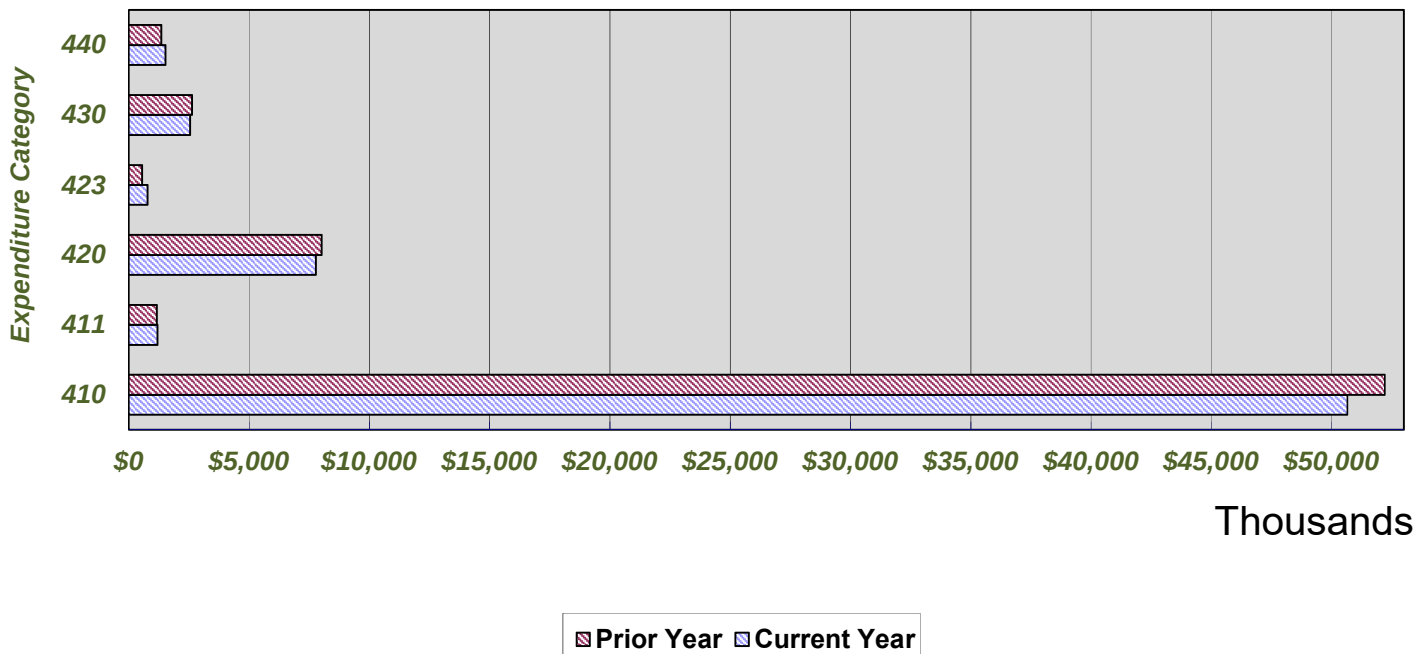
June 30, 2021

(74.79% of year has elapsed)

EXHIBIT 4 - ENTERPRISE FUND EXPENDITURES

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures As a % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures As a % of Budget	% Variance (Current Year Less Prior Year)	\$ Variance (Current Year Less Prior Year)
410 ELECTRIC	50,647,302	56.42%	52,204,202	54.59%	1.82%	(1,556,899)
411 NATURAL GAS	1,189,894	61.59%	1,167,242	56.46%	5.13%	22,652
420 WATER & SEWER	7,781,042	43.82%	8,015,379	50.56%	-6.74%	(234,336)
423 STORMWATER	777,960	39.73%	552,949	21.61%	18.12%	225,011
430 SANITATION	2,545,560	64.49%	2,631,838	60.07%	4.42%	(86,277)
440 GOLF COURSE	1,528,692	68.32%	1,360,778	67.31%	1.01%	167,913
TOTAL EXPENDITURES	\$ 64,470,450	54.82%	\$ 65,932,388	53.82%	1.00%	\$ (1,461,937)

ENTERPRISE FUND EXPENDITURES TO DATE CURRENT YEAR VS PRIOR YEAR





Summary Budget Revenue Report

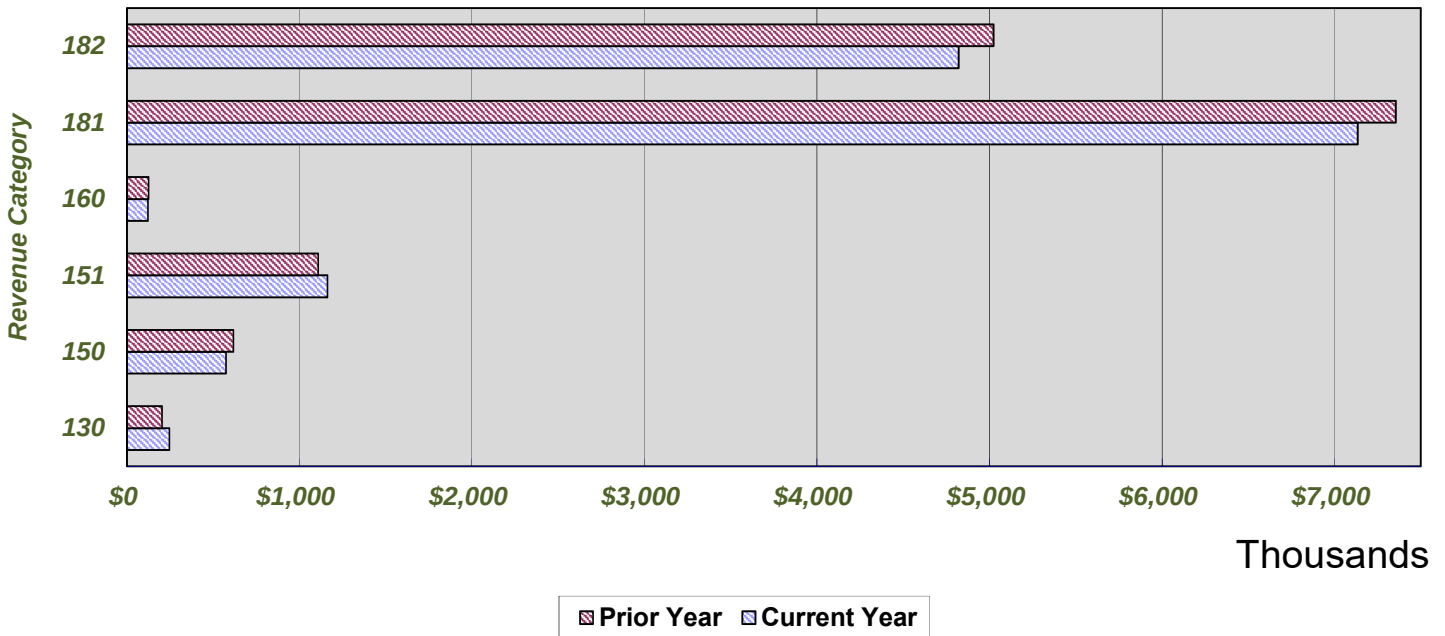
June 30, 2021

(74.79% of year has elapsed)

EXHIBIT 5 -SPECIAL REVENUE FUND REVENUES

Revenue Category	Current Year Revenue to Date	Current Year Revenue As a % of Budget	Prior Year Revenue to Date	Prior Year Revenue As a % of Budget	% Variance (Current Year Less Prior Year)	\$ Variance (Current Year Less Prior Year)
130 CONVENTION DEV. TAX	246,581	60.58%	204,355	51.41%	9.17%	42,226
150 LOCAL OPTION GAS TAX	574,513	70.39%	618,125	75.09%	-4.70%	(43,612)
151 INFRASTRUCTURE SURTAX	1,162,237	84.20%	1,109,313	80.45%	3.74%	52,924
160 COMMUNITY DEV. BLK. GRANT	122,551	86.30%	125,532	90.96%	-4.66%	(2,981)
181 DOWNTOWN INCREMENT FUND	7,134,336	98.05%	7,354,742	105.01%	-6.96%	(220,407)
182 SOUTHEND INCREMENT FUND	4,821,876	184.69%	5,022,685	200.62%	-15.93%	(200,810)
TOTAL REVENUES	\$ 14,062,093	111.31%	\$ 14,434,752	117.89%	-6.57%	\$ (372,659)

SPECIAL REVENUE FUND REVENUES TO DATE CURRENT YEAR VS PRIOR YEAR





Summary Budget Expenditure Report

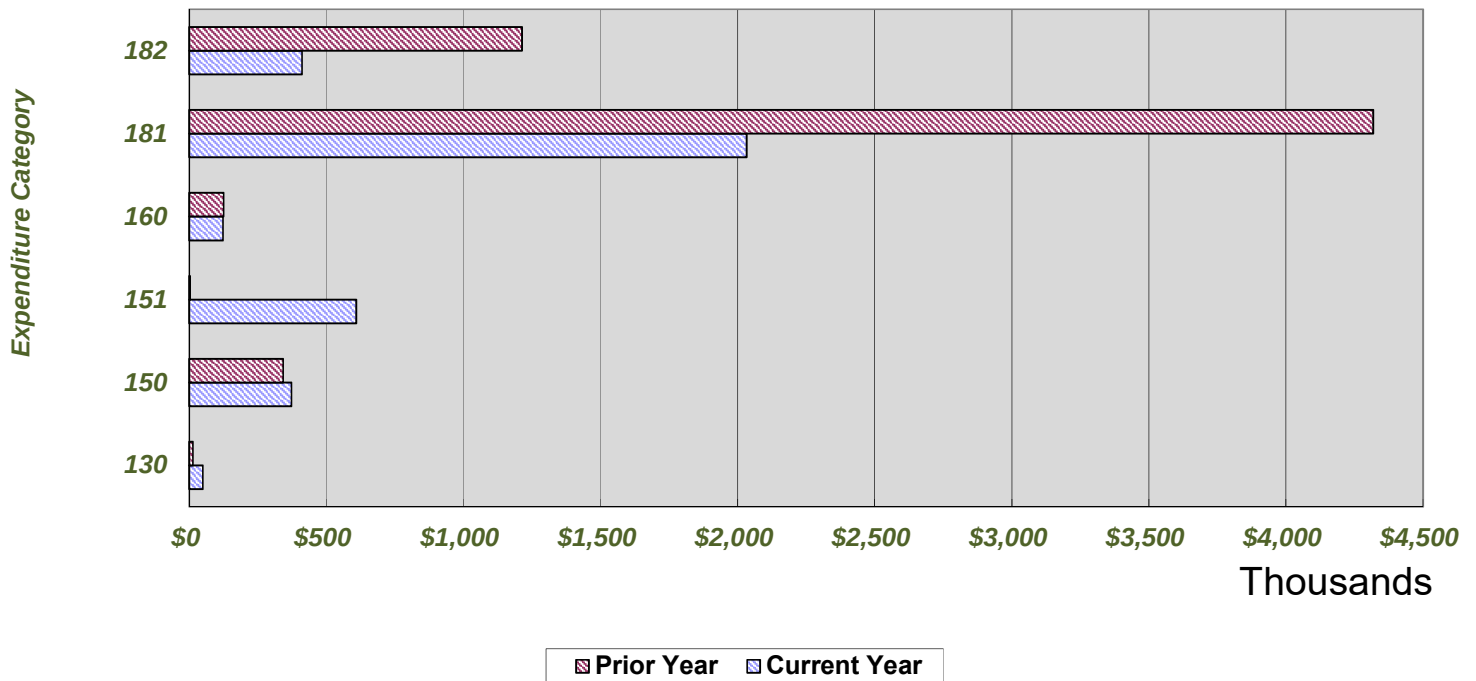
June 30, 2021

(74.79% of year has elapsed)

EXHIBIT 6 - SPECIAL REVENUE FUND EXPENDITURES

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures As a % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures As a % of Budget	% Variance (Current Year Less Prior Year)	\$ Variance (Current Year Less Prior Year)
130 CONVENTION DEV. TAX	49,820	25.35%	12,708	10.50%	14.85%	37,113
150 LOCAL OPTION GAS TAX	372,570	46.96%	341,841	42.87%	4.08%	30,729
151 INFRASTRUCTURE SURTAX	608,794	38.33%	2,989	0.90%	37.43%	605,804
160 COMMUNITY DEV. BLK. GRANT	122,551	86.30%	125,532	88.40%	-2.10%	(2,981)
181 DOWNTOWN INCREMENT FUND	2,032,924	49.12%	4,318,524	51.52%	-2.41%	(2,285,601)
182 SOUTHEND INCREMENT FUND	411,296	11.97%	1,213,222	60.46%	-48.49%	(801,927)
TOTAL EXPENDITURES	\$ 3,597,954	34.95%	\$ 6,014,816	51.06%	-16.10%	\$ (2,416,862)

SPECIAL REVENUE FUND EXPENDITURES TO DATE CURRENT YEAR VS PRIOR YEAR





Summary Budget Report
June 30, 2021
(74.79% of year has elapsed)

EXHIBIT 7 - SUMMARY REVENUES AND EXPENDITURES

Fund Name	Budgeted Revenues Fiscal Year 2021	Budgeted Revenues To Date	Actual Revenues To Date	Variance Favorable/ (Unfavorable)
001 General Fund	23,837,077	17,828,827	20,517,365	2,688,537
130 Convention Development Tax	407,036	304,441	246,581	(57,860)
150 Local Option Gas Tax	816,198	610,471	574,513	(35,958)
151 Infrastructure Surtax	1,380,373	1,032,443	1,162,237	129,794
160 Community Dev. Blk. Grant	142,000	106,208	122,551	16,342
181 Downtown Increment Fund	7,276,348	5,442,310	7,134,336	1,692,026
182 Southend Increment Fund	2,610,809	1,952,742	4,821,876	2,869,133
410 Electric Utility	82,822,581	61,946,752	55,973,620	(5,973,133)
411 Natural Gas Utility	2,237,909	1,673,833	1,554,722	(119,111)
420 Water & Sewer Utility	14,888,412	11,135,716	11,801,134	665,417
423 Storm Water Management	1,440,821	1,077,655	970,097	(107,558)
430 Sanitation Fund	3,565,983	2,667,160	2,681,031	13,872
440 Golf Course Fund	2,183,000	1,632,764	2,320,097	687,333
460 Leased Facilities Fund	782,624	585,360	611,913	26,553
500 Internal Service Funds	13,150,034	9,835,505	9,148,792	(686,713)
Total Revenues	\$ 157,541,205	\$ 117,832,189	\$ 119,640,864	\$ 1,808,675

Fund Name	Budgeted Expenditures Fiscal Year 2021	Budgeted Expenditures To Date	Actual Expenditures To Date	Variance Favorable/ (Unfavorable)
001 General Fund	24,591,304	18,392,948	16,134,010	2,258,938
130 Convention Development Tax	196,493	146,966	49,820	97,146
150 Local Option Gas Tax	793,439	593,449	372,570	220,879
151 Infrastructure Surtax	1,588,481	1,188,097	608,794	579,303
160 Community Dev. Blk. Grant	142,000	106,208	122,551	(16,342)
181 Downtown Increment Fund	4,138,949	3,095,707	2,032,924	1,062,784
182 Southend Increment Fund	3,434,838	2,569,070	411,296	2,157,775
410 Electric Utility	89,772,369	67,144,813	50,647,302	16,497,511
411 Natural Gas Utility	1,932,033	1,445,054	1,189,894	255,161
420 Water & Sewer Utility	17,757,828	13,281,882	7,781,042	5,500,840
423 Storm Water Management	1,957,873	1,464,382	777,960	686,422
430 Sanitation Fund	3,947,103	2,952,217	2,545,560	406,657
440 Golf Course Fund	2,237,408	1,673,458	1,528,692	144,767
460 Leased Facilities Fund	828,010	619,306	498,574	120,733
500 Internal Service Funds	13,296,697	9,945,200	8,152,717	1,792,484
Total Expenditures	\$ 166,614,824	\$ 124,618,759	\$ 92,853,704	\$ 31,765,055

Fund Name	Net Income (Loss)	Net Variance Favorable/ (Unfavorable)
001 General Fund	4,383,355	4,947,476
130 Convention Development Tax	196,761	39,286
150 Local Option Gas Tax	201,943	184,921
151 Infrastructure Surtax	553,443	709,097
160 Community Dev. Blk. Grant	-	-
181 Downtown Increment Fund	5,101,412	2,754,810
182 Southend Increment Fund	4,410,580	5,026,908
410 Electric Utility	5,326,317	10,524,378
411 Natural Gas Utility	364,828	136,049
420 Water & Sewer Utility	4,020,091	6,166,257
423 Storm Water Management	192,137	578,864
430 Sanitation Fund	135,471	420,528
440 Golf Course Fund	791,405	832,099
460 Leased Facilities Fund	113,340	147,286
500 Internal Service Funds	996,076	1,105,771
Total	\$ 26,787,160	\$ 33,573,730



Cash and Investments by Fund

June 30, 2021

INVESTMENT HOLDER	TYPE	FACE AMOUNT	MARKET VALUE
Salem Mutual Fund	Portfolio	67,245,908	67,245,908
Sawgrass Asset Management	Portfolio	27,636,581	27,636,581
Wells Capital	Portfolio	18,967,381	18,967,381
JPMCB - Strategic Property Fund	Portfolio	5,358,679	5,358,679
TOTAL PENSION FUNDS 611, 612 and 613			\$119,208,548
TOTAL INVESTMENTS			\$119,208,548
State Board of Administration	Pool	17,143,994	17,143,994
Florida Trust	Pool	19,090,432	19,090,432
FMIT 0-2 Yr High Quality Bond Fund	Pool	12,683,203	12,683,203
Bank of America	Cash	38,403,120	38,403,120
Sawgrass Asset Management	Portfolio	44,649,058	44,649,058
Galliard Capital Management	Portfolio	42,634,518	42,634,518
Garcia Hamilton & Associates	Portfolio	42,552,777	42,552,777
TOTAL EQUITY IN POOLED CASH			\$217,157,102
Petty Cash	Cash	6,725	6,725
TOTAL CASH AND INVESTMENTS			\$336,372,375

Attorney Fees Paid During the Month

NAME	DESCRIPTION	FUNDING SOURCE	CHECK DATE	CHECK AMOUNT
Bell & Roper, P.A.	Sunshine / Horn Court Lots	General Fund	06/03/21	1,845
Sugarman & Susskind, P.A.	Monthly Retainer	Pension Funds	06/11/21	2,550
Bell & Roper, P.A.	General Matters & HUD	General Fund	06/17/21	3,246
Lewis, Longman & Walker	Special Magistrate	General Fund	06/17/21	2,000
TOTAL ATTORNEY FEES				\$9,641

City of Jacksonville Beach.11 North Third Street.Jacksonville Beach, FL.32250

www.jacksonvillebeach.org



Cash and Investments by Type

Fiscal Year to Date
June 30, 2021

Type of Investment	Beginning Balance 10/1/2020	Investment Earnings	Realized Gain/(Loss)	Unrealized Gain/(Loss)	Fees	Net Investment Income	Net Deposits (Withdrawals)	Ending Balance 6/30/21	Weighted Net Return*
State Pooled Investment Fund	17,122,886	21,108	0	0	0	21,108	(0)	17,143,994	0.01%
Money Market: Goldman Sachs Treasury	16,772	307	0	0	(316)	(9)	(16,763)	0	0.00%
U.S. Treasury Stripped Coupons	3,148,000	0	0	0	0	0	(3,148,000)	0	0.00%
Florida Municipal Investment Trust 0-2 Yr HQ Bond Fund	12,680,314	2,889	0	0	0	2,889	0	12,683,203	0.00%
Sawgrass Asset Management	44,820,104	655,587	224,084	(986,593)	(64,126)	(171,047)	(0)	44,649,058	-0.08%
Galliard Capital Management	41,306,059	483,405	52,912	(613,287)	(76,952)	(153,922)	1,482,381	42,634,518	-0.07%
Garcia Hamilton & Associates	40,665,947	154,765	276,436	(166,758)	(59,996)	204,448	1,682,382	42,552,777	0.10%
Florida Trust	19,078,497	11,935	0	0	0	11,935	0	19,090,432	0.01%
Operating Cash: Bank of America	18,447,549	45,193	0	0	(107,384)	(62,191)	20,017,762	38,403,120	-0.04%
Petty Cash	6,525	0	0	0	0	0	200	6,725	0.00%
TOTAL CITY MANAGED INVESTMENTS AND CASH	197,292,653	1,375,190	553,433	(1,766,638)	(308,774)	(146,789)	20,017,962	217,163,827	-0.07%
Pension: Salem Mutual Fund	49,899,536	1,759,747	1,024,813	12,161,812	0	14,946,372	2,400,000	67,245,908	16.50%
Pension: Sawgrass Asset Mgt	28,105,925	408,255	(103,442)	(707,771)	(66,386)	(469,344)	(0)	27,636,581	-0.39%
Pension: Wells Capital	18,047,693	45,990	3,394,333	1,063,932	(84,567)	4,419,688	(3,500,000)	18,967,381	4.31%
Pension: JPMCB - Strategic Property Fund	5,119,775	0	0	238,904	0	238,904	0	5,358,679	0.21%
TOTAL PENSION INVESTMENTS	101,172,928	2,213,992	4,315,704	12,756,877	(150,953)	19,135,621	(1,100,000)	119,208,548	19.02%
TOTAL CASH AND INVESTMENTS	\$298,465,581	\$3,589,182	\$4,869,137	\$10,990,240	(\$459,727)	\$18,988,832	\$18,917,962	\$336,372,375	

*Fiscal year to date



City of Jacksonville Beach • 11 North Third Street • Jacksonville Beach FL 32250

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Matt Campbell, Relay/Substations Supervisor
DATE:	July 6, 2021
SUBJECT:	Beaches Energy Services (BES) 2021-2025 Capital Improvement Plan (CIP) Project Reprioritization

BACKGROUND

The BES 2021-2025 CIP was the last CIP developed prior to BES commencing work on its strategic plan. Formulation of the strategic plan revealed the need for the Department to reprioritize work for the Butler substation, which was initially scheduled for later years in the 2021-2025 CIP. Staff requests to accelerate the improvements to the Butler Substation as listed below.

FINANCIAL IMPACT

Funding is available within the Electric Utility Fund reserves, and the budget will be amended as part of the FY2021 year-end budget adjustment.

Project	FY2021 Original Budget	FY2021 Revised Budget	Difference
Motor Switch Replacement	\$380,000	\$238,000	(\$142,000)
Transformer Differential Protective Relay Upgrades	\$0	\$460,000	\$460,000
230kV and 138kV Circuit Breaker Upgrades	\$385,000	\$506,000	\$121,000
Total	\$765,000	\$1,204,000	\$439,000

REQUESTED ACTION

- Approve/Disapprove the proposed project reprioritization

ATTACHMENTS

- FY2021-2025 CIP project pages for the affected projects listed above

Capital Improvement Plan: FY2021-2025

Project Title: Motor Switch Replacement

Department/Division: Beaches Energy Services / Substation Distribution

Project Description and Reason Necessary:

Motor-Operated Switches (MOS) are used for isolating and disconnecting substation power transformers in order to conduct maintenance, testing, and system restoration and reconfiguration during outages.

BES has identified the need to replace 14 MOS at four of its six substations due to a combination of age, degradation, and maintenance issues. Since the 14 MOS have reached their end of useful and practical life, replacement is necessary to ensure the reliability and safe operation of Beaches Energy Services' electric system.

Improved substation design and equipment prompted BES to reevaluate the current application of its MOS on a per-substation basis. Engineering recommendations are to replace eight of the 14 MOS with like for like equipment, and upgrade the remaining six MOS to Circuit Switchers to align with the preferred industry solution for substation power transformer protection and isolation.

Engineering for 10 of the 14 MOS has been completed. Procurement of all major equipment was completed in FY2017. The remaining engineering-procurement of construction materials, and installation of major equipment will be completed in FY2021 and FY2022.

Funding Source: Beaches Energy Services Operating Revenues

Cost Item	FY2021	FY2022	FY2023	FY2024	FY2025	TOTAL
MOS Replacement	\$150,000					\$150,000
Ft. Diego Circuit Switcher Engineering and Testing	\$80,000					\$80,000
Ft. Diego MOS Replacement	\$150,000					\$150,000
Butler Circuit Switcher Engineering and Testing		\$83,000				\$83,000
Butler MOS Replacement		\$155,000				\$155,000
TOTAL	\$380,000	\$238,000				\$618,000

Capital Improvement Plan: FY2021-2025

Project Title: Transformer Differential Protective Relay Upgrades

Department/Division: Beaches Energy Services / Substation Distribution (138kV) & Substation Transmission (230kV)

Project Description and Reason Necessary:

Transformer differential protective relays provide protection from internal transformer faults caused by internal environmental conditions coupled with external system events. Transformer differential protective relays are the first line of defense in detecting and isolating transformer faults and are vital in protecting a utilities' most expensive physical asset, the substation power transformer. The existing electromechanical relays used in this application are nearly 40 years old and need to be upgraded to more capable and modern microprocessor relays. As the industry has moved towards microprocessor relays, they have proven to be more versatile given their processing speed and capability to be customized to a particular operational application.

Beaches Energy Services, as a transmission owner and distribution provider, is regulated by North American Electric Reliability Corporation (NERC). Given the regulatory standards that we must comply with to provide secure and reliable operation of the bulk electric system and distribution system, the existing electromechanical relays must be replaced.

FY 2022 – Sampson 230kV Transformer TR-1 Differential Relaying
FY 2022 – Butler 138kV Transformer TR-1 & TR 2 Differential Relaying
FY 2023 – Fort Diego 138kV Transformer TR-1 Differential Relaying
FY 2024 – Fort Diego 138kV Transformer TR-2 Differential Relaying
FY 2025 – Jax Beach 138kV Transformer TR-1 Differential Relaying

Funding Source: Beaches Energy Services Operating Revenues

Cost Item	FY2021	FY2022	FY2023	FY2024	FY2025	TOTAL
Sampson TR-1		\$230,000				\$230,000
Butler TR-1 & TR-2		\$460,000				\$460,000
Ft Diego - TR1			\$236,900			\$236,900
Ft Diego - TR2				\$244,007		\$244,007
Jax Beach TR-1					\$251,327	\$251,327
Total		\$690,000	\$236,900	\$244,007	\$251,327	\$1,422,234

Cost Summary by Division

	FY2021	FY2022	FY2023	FY2024	FY2025	TOTAL
Substation Distribution (1204)		\$460,000	\$236,900	\$244,007	\$251,327	\$1,192,234
Substation Transmission (1229)		\$230,000				\$230,000
TOTAL		\$690,000	\$236,900	\$244,007	\$251,327	\$1,422,234

Capital Improvement Plan: FY2021-2025

Project Title: 230kV and 138kV Circuit Breaker Upgrades

Department/Division: Beaches Energy Services / Substation Distribution (138kV) & Substation Transmission (230kV)

Project Description and Reason Necessary:

There is one (1) 138kV breaker at Fort Diego substation nearing 30 years old. Additionally, there are two (2) 138kV breakers and one (1) 230kV breaker at Sampson substation that are nearing 30 years old. Finding replacement parts has become challenging. Industry recommends breaker replacement at 30 years of service. Breakers are designed to interrupt faults detected by protective relays and provide a means of equipment isolation during normal and emergency operations. Misoperations are monitored by the North American Electric Reliability Corporation (NERC) via the Florida Reliability Coordinating Council (FRCC). Failure to maintain breaker equipment can lead to misoperations of the breaker, which can lead to instability of the bulk electric system and possible fines by NERC/FRCC. The reliability of these breakers must not be compromised.

FY 2021 - Sampson Circuit Breakers: 8W85, 805N & 805NT1

FY 2023 - Fort Diego Circuit Breaker: 806W

FY 2025 - Butler Circuit Breakers: 803S, 803T1, 802T2, 802N

Funding Source: Beaches Energy Services Operating Revenues

Cost Item	FY2021	FY2022	FY2023	FY2024	FY2025	TOTAL
Engineering, Testing & Commissioning	\$80,000		\$30,000		\$100,000	\$210,000
138kV Circuit Breakers	\$130,000		\$69,000		\$293,000	\$492,000
230kV Circuit Breaker	\$100,000					\$100,000
Construction	\$75,000		\$27,000		\$113,000	\$215,000
TOTAL	\$385,000		\$126,000		\$506,000	\$1,017,000

Cost Summary by Division

	FY2021	FY2022	FY2023	FY2024	FY2025	TOTAL
Substation Distribution (1204)			\$126,000		\$506,000	\$632,000
Substation Transmission (1229)	\$385,000					\$385,000
TOTAL	\$385,000		\$126,000		\$506,000	\$1,017,000



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CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Matt Campbell, Relay/Substations Supervisor
DATE:	May 3, 2021
SUBJECT:	Bid No. 2021-05
	38kV Vacuum Circuit Breakers

BACKGROUND

Substation circuit breakers are required to provide system protection and isolation on the electric distribution system. The average lifespan of these circuit breakers is approximately 20 years. There are 11 remaining circuit breakers that are between 18 and 28 years old at both our Guana and Butler Substations. These existing breakers use either SF6 (sulfur hexafluoride) or vacuum interrupters. The existing interrupters are no longer produced. It is necessary to upgrade and replace the 11 circuit breakers with microprocessor controlled circuit breakers to ensure continued system reliability.

The City issued Bid No. 2021-05 for seven 1200 Amp and four 2000 Amp 38kV Vacuum Circuit Breakers (11 total) and received responses from two vendors, Superior Power Products on behalf of ABB and Gresco. Only Superior Power Products met the specifications listed in the bid.

FINANCIAL IMPACT

The cost of annual vacuum circuit breaker replacements is included in the Beaches Energy Services Capital Improvement Plan. Staff recommends the addition of a 15% contingency as a hedge against price volatility.

DESCRIPTION	COST	RECOMMENDATION
Unit Price Bid	\$ 381,145	Award to Superior Power Products
15% Contingency*	\$ 57,172	
Total	\$ 438,317	

REQUESTED ACTION

- Approve/Disapprove Bid No. 2021-05 for the purchase of seven 1250 Amp, four 2000 Amp 38kV Vacuum Circuit Breakers, and control assembly from Superior Power Products.

ATTACHMENTS

- Superior Power Products response to Bid No. 2021-05
- Gresco response to Bid No. 2021-05



Superior Power Products
2352 Ridgewind Way
Windermere, FL 34786-5828
(O) 407-217-6884



City of Jacksonville Beach
Property and Procurement Division
1460A Shetter Ave
Jacksonville Beach, FL 32250

April 16, 2021

Subject: 2021-05 38kV Vacuum Circuit Breakers

Dear City of Jacksonville Beach,

On behalf of ABB, please accept this proposal and supporting documents for the 38kV Vacuum Circuit Breakers.

I believe we have submitted a complete proposal that complies with Jacksonville Beach's submittal requirements to include ABB's proposal and the required bid forms from Section D.

We greatly appreciate the opportunity to provide this proposal to the City of Jacksonville Beach and we welcome any questions you may have regarding the proposal.

Sincerely,

Clay Cook
Superior Power Products
407-741-3061
clay.cook@sppreps.com

FORM 1: BID TENDER FORM (page 1 of 2)BID NUMBER: **2021-05**TITLE: **38KV VACUUM CIRCUIT BREAKERS**

Item	Breaker Type	Qty	Unit Cost	Extended Cost
1	1200 Amp	7ea	\$33,999.00	\$237,993.00
2	2000 Amp	4ea	\$35,788.00	\$143,152.00

Total Cost **\$381,145.00**

NOTE: Bidder is solely responsible for developing / determining / verifying for this project all plans / all methods / all quantities / all measurements and all manufacturers' requirements / recommendations necessary to provide a satisfactory fully completed project under the provisions of the bid, to the CITY's satisfaction, to include costs for all labor, all equipment, all materials, all rental / leasing / purchasing of equipment and materials, all preparations, all repairs, all safety work, all quality control work, all disposal work, all mobilization and demobilization work, all sub-contractor work, all taxes, all insurance, all bonding if required, all inspection work, all verification work, all warranty work, all permitting at all levels of government, all contractor overhead, all contractor profit, and any / all other project related work and/or cost/expense that is not listed, and all of which shall be the basis for the bidder's response to this bid. The bidder agrees that the bid price shall be good and may **not be withdrawn for a period of 90 days after the opening of the bid**. The bidder understands that the CITY reserves the right to reject all bids, and waive informalities in submitted bids. By signing below you agree the price(s) are firm and guaranteed for the entire term of this bid.

COMPANY NAME: ABB Inc.ADDRESS: 680 Century Point Suite 1050CITY, STATE & ZIP: Lake Mary, FL. 32746SUBMITTED BY: Ismael Castillo TITLE: Complex Proposals Specialist
Printed name of authorized submitterSIGNATURE:  DATE: 4/9/2021

FORM 1: BID TENDER FORM (page 2 of 2)

BID NUMBER: 2021-05

TITLE: 38KV VACUUM CIRCUIT BREAKERS

BID PROPOSAL DOCUMENT TURN-IN CHECKLIST

The following documents are to be completed, signed and submitted as part of the Submittal Package in response to this bid. Failure to provide the listed documents may be cause for the CITY to consider rejection of the submitted bid. This consideration will be at the sole discretion of the CITY.

INITIAL Check-Off	SECTION	SECTION TITLE
☒	FORM 1	BID TENDER FORM (completed Pages 42 - 43)
☒	FORM 2	BID AWARD NOTICE FORM – (completed Page 44)
☒	FORM 3	REQUIRED DISCLOSURE FORM (completed Page 45)
☒	FORM 4	DRUG-FREE WORKPLACE COMPLIANCE FORM (completed Page 46)
☒	FORM 5	NON-COLLUSION AFFIDAVIT (completed Page 47)
☒	FORM 6	NON-BANKRUPTCY AFFIDAVIT (completed Page 48)
☒		W9 (Attach completed and signed form, which can be obtained from www.irs.gov)
☐		LOCAL BUSINESS TAX RECEIPT (attach copy)

ADDENDA RECEIPT VERIFICATION

Addendum #: _____ Dated: _____	Addendum #: _____ Dated: _____
Addendum #: _____ Dated: _____	Addendum #: _____ Dated: _____

By: Ismael Castillo
Signature of Authorized Submitter

Complex Proposals Specialist
Title (typed or neatly printed)

FORM 2: BID AWARD NOTICE

City of Jacksonville Beach

1460A Shetter Avenue, Jacksonville Beach, FL 32250, (904) 247-6229

NOTICE: Items 1 to 6 are to be completed by the bidder. The bidder is to submit the form to the CITY along with the Bid Tender Form and other required documents.

1. Company Name: ABB Inc.
2. Address: 680 Century Point Suite 1050
3. City, State & Zip: Lake Mary, FL. 32746
4. Attention: Ismael Castillo
5. Phone: 407-732-2118
6. E-mail address: ismael.castillo@us.abb.com
PLEASE PRINT CLEARLY

ITEMS BELOW TO BE COMPLETED BY THE CITY OF JACKSONVILLE BEACH

Bids were received and evaluated, and the following recommendation will be presented to the City Manager for award of **BID No. 2021-05** per the attached Bid Tabulation form(s).

A written notice of intent to file a protest must be filed with the Purchasing Administrator within three (3) days after receipt by the bidder of the Notice of Intent to Submit Bid for Approval and Award by City Council from the Purchasing Administrator in accordance with the procedures set forth in Section XII K., City of Jacksonville Beach Purchasing Manual.

If awarded BID or combination of BID Items, please do not proceed with any work prior to receiving an official City of Jacksonville Beach Purchase Order and/or Notice-to-Proceed letter.

Thank you for your bid.
Sincerely,

CITY OF JACKSONVILLE BEACH
/s/Luis F. Flores
Property and Procurement Division

FORM 3: REQUIRED DISCLOSURE

The following disclosure is of all material facts pertaining to any felony conviction or any pending felony charges in the last three (3) years in this State or any other state or the United States against (1) bidder, (2) any business entity related to or affiliated with bidder, or (3) any present or former owner of bidder or of any such related or affiliated entity. This disclosure shall not apply to any person or entity which is only a stockholder, which person or entity owns twenty (20) percent or less of the outstanding shares of a bidder whose stock is publicly owned and traded:

1. As a result of an internal investigation, the Company self-reported to the Securities and Exchange Commission (SEC) and the Department of Justice (DoJ) in the United States as well as to the Serious Fraud Office (SFO) in the United Kingdom concerning certain of its past dealings with Unaoil and its subsidiaries, including alleged improper payments made by these entities to third parties. In May 2020, the SFO closed its investigation, which it originally announced in February 2017, as the case did not meet the relevant test for prosecution. The Company continues to cooperate with the U.S. authorities as requested. At this time, it is not possible for the Company to make an informed judgment about the outcome of this matter. This is available in our Q4 2020 financial results available at <https://resources.news.e.abb.com/attachments/published/73590/en-US/5BFB76DD01FE/ABB-Q4-2020-and-full-year-financial-information-English.pdf>
2. Based on findings during an internal investigation, the Company self-reported to the SEC and the DoJ in the United States, to the Special Investigating Unit (SIU) and the National Prosecuting Authority (NPA) in South Africa as well as to various authorities in other countries potential suspect payments and other compliance concerns in connection with some of the Company's dealings with Eskom and related persons. Many of those parties have expressed an interest in, or commenced an investigation into, these matters and the Company is cooperating fully with them. The Company paid \$104 million to Eskom in December 2020 as part of a full and final settlement with Eskom and the Special Investigating Unit relating to improper payments and other compliance issues associated with the Controls and Instrumentation Contract, and its Variation Orders for Units 1 and 2 at Kusile. Furthermore, ABB will continue to cooperate fully with the National Prosecuting Authority in South Africa, as well as authorities in the US, Germany and Switzerland in their review of the Kusile project. ABB intends to expeditiously close all related pending proceedings globally, the impact of which is currently not estimable. This latest announcement is available at <https://resources.news.e.abb.com/attachments/published/73590/en-US/5BFB76DD01FE/ABB-Q4-2020-and-full-year-financial-information-English.pdf>

Signed: Ismael Castillo

Title: Complex Proposals Specialist

Contractor: ABB Inc.

FORM 4: DRUG-FREE WORKPLACE COMPLIANCE

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 contract 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 contract, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Ismael Castillo
Vendor's Signature



FORM 5: NON-COLLUSION AFFIDAVIT

Ismael Castillo

, being first duly sworn deposes and says that:

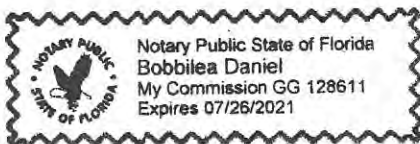
1. He (it) is the Complex Proposals Specialist, of ABB Inc.
the bidder that has submitted the attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not a collusive or sham bid
4. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted; or to refrain from responding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion or communication, or conference with any bidder firm, or person to fix the price or prices in the attached bid or of any other bidder or to fix any overhead, profit, or cost elements of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against other Bidders, or any person interested in the proposed Contract;
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any other of its agents, representatives, owners, employees or parties in interest, including his affidavit.

By: Ismael Castillo

Sworn and subscribed to before me this 13th day of April, 2021,
in the State of Florida, County of Levy.

Bobbie Daniel Notary Public

My Commission Expires: 7/26/21



FORM 6: NON-BANKRUPTCY AFFIDAVIT

BID #: 2021-05

STATE OF Florida)

COUNTY OF Seminole)

Ismael castillo is an officer and member of
the firm of ABB Inc., being first duly sworn, deposes and
states that;

1. The subsequent certification statement is a true and accurate statement as of the date shown below.
2. The affiant understands that the intentional inclusion of false, deceptive or fraudulent statements on this Non-Bankruptcy Affidavit constitutes fraud; and, that the City of Jacksonville Beach, Florida, considers such action on the part of the affiant to constitute good cause for denial, suspension, revocation, disqualification, or rejection of affiant's participation in **BID No. 2021-05**
3. Certification Statement: This is to certify that the aforementioned firm has not filed for bankruptcy in the past seven (7) years and that no owner/officer or principal of the aforementioned firm has filed for bankruptcy personally in the past seven (7) years or has been an owner/officer or principal of a firm which has filed for bankruptcy in the past seven (7) years.


Affiant Signature

Sworn to before me this 12th day of April, 2021 by Ismael Castillo
(Name of affiant)

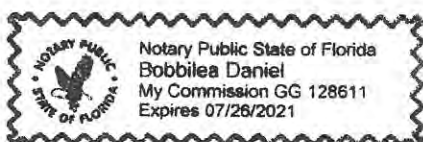
He/She is personally known to me or has produced Florida DL as identification.


Signature of Notary

Bobbie Daniel
Notary's Printed Name

7/26/21
Expiration of Notary's Commission

Affix Seal Here:



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.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. ABB Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) 12040 Regency Parkway, Suite 300	Requester's name and address (optional)
	6 City, state, and ZIP code Cary, NC 27518	
	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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	Social security number [][] - [][] - [][][][][][] or Employer identification number [3] [6] - [3] [1] [0] [0] [0] [1] [8]
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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 on page 3.	Sign Here Signature of U.S. person ▶  Date ▶ 1/04/2017
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General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



Commercial and Technical Tender

ABB Negotiation Number:QT-21-01918795.A

Equipment: R-MAG® Outdoor Dead Tank Breaker

3/29/2021

This proposal offers the market leading circuit breaker, the ABB R-MAG. ABB's R-MAG has over 10 years of field proven experience and over 16,000 installations. ABB is the only company to offer a full medium voltage portfolio with magnetic actuation, from 15 to 38 kV. The R-MAG is designed to provide the most reliable breaker in the market, minimizing downtime, improving SAIDI measurements, and significantly decreasing maintenance costs over the lifetime of the product. ABB's R-MAG delivers quantifiable value in the following areas:

Increased reliability

- Optimized durability with the ability to achieve 10,000 operations, five times greater than the ANSI requirement, over a temperature range of -50 to +70°C
- Minimized potential points for failure by having only one moving part in the magnetic actuator operating system, as opposed to spring-charged mechanisms that house over 100 moving parts
- Unparalleled performance of internal components
 - ABB magnetic actuator is rated for 100,000 operations for the 15 and 27 kV R-MAGs and 50,000 operations for the 38 kV R-MAG
 - ABB's world leading vacuum interrupters are rated for 30,000 full load operations

Reduced O&M

- NO MAINTENANCE is required on the magnetic actuator, as opposed to spring-charged mechanisms that are dependent on periodic maintenance to ensure proper operation.
- Minimal maintenance is required every 2,000 operations, four times the ANSI standard of 500 operations between servicing
- Shorter maintenance times as there are no coils or motors to replace and there is no gas or oil used
- Easy plug and play design of the ED2 electronic control board for rapid replacement in the field



Average maintenance costs savings over an estimated 30 year service life ¹

Spring mechanism breaker



ABB R-MAG breaker



Operating mechanism maintenance cost	\$6,850.00	\$0.00
General maintenance costs	\$475.00	\$142.50
Electronic control replacement costs	\$7,290.00	\$3,915.00
Lifetime maintenance costs	\$14,615.00	\$4,057.50
Lifetime O&M savings per R-MAG Breaker	\$10,557.50	

ABB's R-MAG has over 10 years of proven experience with over 16,000 installations. The R-MAG comes with a 5-year comprehensive warranty and 24 hour / 7 day a week customer service.

ABB is ready to support this proposal with technical application experts, spare parts, training, and support services to ensure the ease of installation and the reduction of the total cost of ownership. Thank you in advance for considering this proposal. Please do not hesitate to contact ABB with any questions

Best Regards,

Ismael Castillo
ABB Inc.
655 Century Point
Lake Mary, , 32746-2137 United States
Phone:
Email: ismael.castillo@us.abb.com

¹ For additional information on cost savings calculations, see the 'Example R-MAG Cost Savings' section below.



Commercial and Technical Tender

ABB Inc.
655 Century Point
Lake Mary, FL 32746
Tel: 407-732-2000

Date:	3/29/2021
Tender ID:	QT-21-01918795.A
Account manager:	
Valid through:	4/28/2021
Specifications:	
Revision:	A

Prepared for:
Beaches Energy Svcs

1460 Shetter Ave
Jacksonville Florida, 32250-3432

Prepared by:
Ismael Castillo
ABB Inc.
655 Century Point
Lake Mary,
32746-2137
United States
Email: ismael.castillo@us.abb.com

Pricing

Standard Line Item:

Item	Qty	Image	Product Type	Net Price Each (USD)	Item Total (USD)
1	7		ANSI Dead Tank Vacuum Magnetic Circuit Breaker R- MAG ABB Product ID: MB3014DLLMH5SBZ4 Key ratings: ANSI outdoor magnetically actuated vacuum circuit breaker R-MAG® Customer Product ID: Primary Voltage: 38 Current: 1250A BIL: 200 Interrupting current: 25 Standard lead time* • 20 weeks with approval drawings • 18 weeks without approval drawings and an existing bill of material *See full details in the Delivery section in the Terms and Conditions	33,999.00	237,993.00
2	4		ANSI Dead Tank Vacuum Magnetic Circuit Breaker R- MAG ABB Product ID: MB3024DTTMH5SBZ4 Key ratings: ANSI outdoor magnetically actuated vacuum circuit breaker R-MAG® Customer Product ID: Primary Voltage: 38 Current: 2000A BIL: 200	35,788.00	143,152.00

Interrupting current: 25

Standard lead time*

- 20 weeks with approval drawings
- 18 weeks without approval drawings and an existing bill of material

*See full details in the Delivery section in the Terms and Conditions

3	1		1,800.00	1,800.00
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ANSI Dead Tank Vacuum Mechanical Circuit breaker V-Breaker

ABB Product ID:
2RGA017059A0002

Key ratings:
RMAG Spare Parts - ED2.0
Control Assembly, 38kV R-MAG
- HV (77-180VDC) (Control board, 4 electrolytic capacitors, pushbutton switch and connectors)

Standard lead time*

- 20 weeks with approval drawings
- 18 weeks without approval drawings and an existing bill of material

*See full details in the Delivery section in the Terms and Conditions

Total sale price (USD)	382,945.00
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Technical Data Sheet

Item 1 (Standard Line Item)

ABB Product ID: MB3014DLLMH5SBZ4

Type	R-MAG
Types Rating	MB3014 - 38 kV 1250 Amp 200 kV BIL 25 kA
Voltage	38 kV
BIL	200 kV BIL
Current	1250A
Interrupting Current	25 kA
Power Frequency	60 Hz
Auxiliary Switches	D - (2) 16 deck snap action rotary switch
CTs 1-3-5	L - 1 Set 1200/5 C400 TR 2.00 (4.12")
CTs 2-4-6	L - 1 Set 1200/5 C400 TR 2.00 (4.12")
Material Type	Mild Steel
Enclosure Material	M - Std Cabinet with galvanized legs & provisions for ground lugs (38kV, 1250/2000A, 200kV BIL)
BCT Shorting Type	G.E. EB27 shorting type terminal blocks
BCT Wiring	#10 AWG; All taps wired to term block
ED2.0 board	H - 85-264 VAC or 77-280 VDC High Voltage Board (38 kV)
Control Voltage	5 - 125 VDC Operating Voltage
Circuit Protection	S - Standard MCB for HTR and AUX, Knife switch for control circuits
Bushing Creep	Standard Creep Bushing
Bushing Type	Standard Bushing (38 kV, 1200/1250 Amp, 200 kVBIL)
Bushing Terminal Connectors	4 - 4 Hole NEMA Pad (1200/1250 Amp)
Control Type	B - Basic Unit
Panel Configuration	Z - Special panel
Control Wiring	#12 AWG; Control Wire All cabinet wiring other than AC or DC buses shall be AWG #12, tinned copper, 65 strand, G.E. Co. type Vulkene switchboard wire SI-57275, 600 V, gray insulation or approved equal.
Control Wiring Lugs	Insulated Lugs (Standard)
Control Terminal Blocks	Standard terminal blocks as required.
Heaters	240 VAC Heater 375 Watt
Local/Remote Switch	No local/remote switch provided
Test Switches	Special Test Switch A four-pole test switch with current test jacks shall be included for each set of 3 current transformers (States 204-R or equivalent)
Digital Meters	No digital meters provided
Thermostats	(1) Standard thermostat included. Operating Range: 70°F to 80°F
Wire Markers	Brady wire marker sleeves as required.
Control Switch	Special Control Switch One (1) switch, circuit breaker control, with red and green flags, labels to indicate switch position and indicating lights with

	resistors. Switch to be G.E. Co. type 16SB1CB210SSM2K, indicating lights to be G.E. Co. type ET-16 or equal with LED bulb for 125 VDC operation.
Legacy Material	No
Special Final Assembly	Special Final Assembly None
Shipping Special	Special Shipping Requirements No
Seismic Option	None

DYNAMIC ACCESSORIES

Dynamic Accessories	Special Accessory 4 16.2. LED indicating lights on each circuit breaker shall be as follows: 16.2.1. Red to indicate "CLOSED" position. 16.2.2. Green to indicate "OPEN" position.
Dynamic Accessories	External Bushing Identification Stickers (Qty 1)
Dynamic Accessories	Ground Clamps (#4 - 4/0) (Qty 1)
Dynamic Accessories	120 VAC relay cabinet light mounted inside relay control cabinet (Qty 1)
Dynamic Accessories	Device Nameplates (Qty 1)
Dynamic Accessories	Special Accessory 2 Manufacturer shall provide a 24 pole terminal strip. This terminal strip shall be for customers use to interconnect for remote breaker control. One side shall be left open for customer use, the other side will be for manufacturer's connections. The terminal blocks for remote breaker control shall be grouped together.
Dynamic Accessories	Cap discharge switch (Qty 1)
Dynamic Accessories	Special Accessory 3 One (1) switch, recloser cutoff, rotary type, G.E. Co. type 16SB1 BB210SSM16K or Westinghouse type W, style No. 1530009. Device No. 79CO.
Dynamic Accessories	Copper ground bus bar (Qty 1) Cabinet ground shall consist of a ground bar providing a minimum 12 connections capable of 14AWG to 8AWG.
Dynamic Accessories	120 VAC, 1 phase GFI utility outlet mounted inside the relay control cabinet. (Qty 1)
Dynamic Accessories	Special Accessory 1 The manufacturer shall supply a spare fuse block which shall be modular type with Bakelite frame and reinforced retaining clips to prevent accidental removal or dropping out due to vibration. The spare fuse block shall contain two (2) spare fuses for the close circuit and two (2) spare fuses for the trip circuit.

Accessories

ABB Internal Order Entry Information



CID Code: 9AAC30400486

Source Location Code: 9AAE315900

Item 2 (Standard Line Item)

ABB Product ID: MB3024DTTMH5SBZ4

Type	R-MAG
Types Rating	MB3024 - 38 kV 2000 Amp 200 kV BIL 25 kA
Voltage	38 kV
BIL	200 kV BIL
Current	2000A
Interrupting Current	25 kA
Power Frequency	60 Hz
Auxiliary Switches	D - (2) 16 deck snap action rotary switch
CTs 1-3-5	T - 1 Set 2000/5 C400 TR 2.00(2.38")
CTs 2-4-6	T - 1 Set 2000/5 C400 TR 2.00(2.38")
Material Type	Mild Steel
Enclosure Material	M - Std Cabinet with galvanized legs & provisions for ground lugs (38kV, 1250/2000A, 200kV BIL)
BCT Shorting Type	G.E. EB27 shorting type terminal blocks
BCT Wiring	#10 AWG; All taps wired to term block
ED2.0 board	H - 85-264 VAC or 77-280 VDC High Voltage Board (38 kV)
Control Voltage	5 - 125 VDC Operating Voltage
Circuit Protection	S - Standard MCB for HTR and AUX, Knife switch for control circuits
Bushing Creep	Standard Creep Bushing
Bushing Type	Standard Bushing (38 kV, 2000 Amp, 200 kVBIL)
Bushing Terminal Connectors	4 - 4 Hole NEMA Pad (2000 Amp)
Control Type	B - Basic Unit
Panel Configuration	Z - Special panel
Control Wiring	#12 AWG; Control Wire All cabinet wiring other than AC or DC buses shall be AWG #12, tinned copper, 65 strand, G.E. Co. type Vulkene switchboard wire SI-57275, 600 V, gray insulation or approved equal.
Control Wiring Lugs	Insulated Lugs (Standard)
Control Terminal Blocks	Standard terminal blocks as required.
Heaters	240 VAC Heater 375 Watt
Local/Remote Switch	No local/remote switch provided
Test Switches	Special Test Switch A four-pole test switch with current test jacks shall be included for each set of 3 current transformers (States 204-R or equivalent)
Digital Meters	No digital meters provided
Thermostats	(1) Standard thermostat included. Operating Range: 70°F to 80°F
Wire Markers	Brady wire marker sleeves as required.
Control Switch	Special Control Switch



	One (1) switch, circuit breaker control, with red and green flags, labels to indicate switch position and indicating lights with resistors. Switch to be G.E. Co. type 16SB1CB210SSM2K, indicating lights to be G.E. Co. type ET-16 or equal with LED bulb for 125 VDC operation.
Legacy Material	No
Special Final Assembly	Special Final Assembly None
Shipping Special	Special Shipping Requirements No
Seismic Option	None

DYNAMIC ACCESSORIES

Dynamic Accessories	External Bushing Identification Stickers (Qty 1)
Dynamic Accessories	Cap discharge switch (Qty 1)
Dynamic Accessories	Copper ground bus bar (Qty 1) Cabinet ground shall consist of a ground bar providing a minimum 12 connections capable of 14AWG to 8AWG.
Dynamic Accessories	120 VAC, 1 phase GFI utility outlet mounted inside the relay control cabinet. (Qty 1)
Dynamic Accessories	Special Accessory 3 One (1) switch, recloser cutoff, rotary type, G.E. Co. type 16SB1 BB210SSM16K or Westinghouse type W, style No. 1530009. Device No. 79CO.
Dynamic Accessories	Special Accessory 2 Manufacturer shall provide a 24 pole terminal strip. This terminal strip shall be for customers use to interconnect for remote breaker control. One side shall be left open for customer use, the other side will be for manufacturer's connections. The terminal blocks for remote breaker control shall be grouped together.
Dynamic Accessories	Device Nameplates (Qty 1)
Dynamic Accessories	Special Accessory 1 The manufacturer shall supply a spare fuse block which shall be modular type with Bakelite frame and reinforced retaining clips to prevent accidental removal or dropping out due to vibration. The spare fuse block shall contain two (2) spare fuses for the close circuit and two (2) spare fuses for the trip circuit.
Dynamic Accessories	Ground Clamps (#4 - 4/0) (Qty 1)
Dynamic Accessories	120 VAC relay cabinet light mounted inside relay control cabinet (Qty 1)
Dynamic Accessories	Special Accessory 4 16.2. LED indicating lights on each circuit breaker shall be as follows: 16.2.1. Red to indicate "CLOSED" position. 16.2.2. Green to indicate "OPEN" position.

Accessories



ABB Internal Order Entry Information

CID Code: 9AAC30400486

Source Location Code: 9AAE315900

Item 3 (Standard Line Item)

ABB Product ID: 2RGA017059A0002

Accessories

ABB Internal Order Entry Information

CID Code: 9AAC30400796

Source Location Code: 9AAE315900



Clarifications

ABB provides quotation based on the specifications provided by Beaches Energy Svcs.

ABB will take the following exceptions to the tech spec:

- 11.2.1. One (1) hand closing lever for manually closing the circuit breaker
Not offered.
- 11.1. A list of spare parts shall be included with the bid package. This list shall include a complete description of the part, including manufacturer, catalog numbers or part numbers, and prices for each item.

Spare ED2 Board is the only recommended spare part.

Revision History

Rev #	Date	Description of Change	Handled By

Example R-MAG Cost Savings

Operating mechanism maintenance cost savings

		Mechanism	
		Spring charged ²	Magnetic actuator
Estimated service life (years) ³		30	30
Number of years between maintenance		2	Not applicable
Cost per maintenance event		\$685.00	Not applicable
Σ \$	Labor cost per hour	\$85	Not applicable
	Switching time (hrs)	2	Not applicable

² The values used for the spring charged mechanism breaker referred to in the 'Example R-MAG Cost Savings' are based on ABB's R-breaker that utilizes a spring charged mechanism.

³ The Estimated Service Life refers to the normally observed useful service life for a product. The estimated service life will vary based on the environment, maintenance and usage of the breaker; ABB offers a standard 5 year limited warranty for its R-Mag product line.



# of workers required for switching	2	Not applicable
Time to complete maintenance (hrs)	2	Not applicable
# of workers required for maintenance	2	Not applicable
Material costs	\$5.00	Not applicable
Lifetime maintenance costs	\$10,275.00	\$0.00

Lifetime operating mechanism maintenance cost savings: \$10,275.00



General breaker maintenance costs

		Mechanism	
		Spring charged	Magnetic actuator
Estimated service life (years)		30	30
Number of years between maintenance		5	5
Cost per maintenance event		\$47.50	\$47.50
Cost per event	Labor cost per hour	\$85	\$85
	Time to complete maintenance (hrs)	0.5	0.5
	# of workers required for maintenance	1	1
	Material costs	\$5.00	\$5.00
Lifetime maintenance costs		\$285.00	\$285.00

Lifetime general maintenance cost savings: \$0.00

ED2.0 electronic control board cost savings

		Spring mechanism change-out cost	R-MAG ED2 board change-out cost
Estimated service life (years)		30	30
Number of years between replacement		10	10
Cost per replacement event		\$2,780.00	\$1,655.00
Cost per event	Labor cost per hour	\$85.00	\$85.00
	Time to complete replacement (hrs)	9 (coil and motor)	1.5 (ED2 board)
	# of workers required for replacement	2	2
	Material cost	\$1,250.00 (coil and motor)	\$1,400.00 (ED2 board)
Lifetime maintenance costs		\$8,340.00	\$4,965.00

Lifetime change-out cost savings: \$3,375.00



Optional Services

ABB can support its customers with hands-on, factory authorized training for all new installations. This training is intended for up to 10 technicians on-site to train them on the proper operation and safety requirements of their new gear. The duration and content of the class can be customized based on the experience and background of the attending technicians. The classes are led by a highly skilled, factory trained field service technician. Additional training courses are available based on customer need, such as preventive maintenance, complete refurbishment, relay coordination, etc. ABB will design the program around customer requirements.

ABB offers installation and commissioning, utilizing its factory trained service team, for all its products at competitive rates. ABB works with its customers to determine the level of support and installation schedule to fit their specific needs. ABB will waive the fee for a one day hands-on training when the ABB service team is used to support installation.

ABB also offers a preventive maintenance program at factory recommended intervals to increase the reliability and service life of your new gear. Choosing an ABB preventive maintenance program may allow ABB to extend the warranty on your equipment.



General Terms of Sale

Price

Prices are firm for shipment quoted, and do not include federal, state, or local taxes of any kind.

Payment

Payment terms are Due in 30 days invoice date.

All returns are subject to a restocking fee of no more than 30% of the amount of the order.

ABB reserves the right to review and revise quotes based on cost of material fluctuation.

Cancellation Charges

Cancellation of the contract will be subject to penalties depending on the time the cancellation occurs.

ABB's standard cancellation charges are 10% after receipt of order, 20% after drawings issued to customer for approval or if order has been engineered, 45% after release to order major material, 75% after receipt of major material, and 100% after start of fabrication.

Change Notices

Changes after order entry related to engineering, drawings, or parts could be subject to additional charges and may impact shipment schedule.

Warranty

The equipment is warranted for a period of 5 years from manufacturing date.

Delivery Terms

Proposed delivery terms will be Free On Board.

Extra Information: USA DEST.

Quoted lead times are based on current production levels. Actual lead times are dependent on available production space at time of order entry and/or release to manufacturing.

Please add 3 weeks for drawing approvals, if required. To ensure the quoted lead-time please return approval drawings to ABB within 2 weeks of receipt. ABB will make every effort to maintain a short delivery schedule.



Approval Drawings

Approval drawings, if requested or required, will be supplied within 4 weeks ARO. Manufacturing lead time is based upon timely return of approval drawings from customer within two (2) weeks of receipt of drawings. On orders requiring “hold for release to manufacturing until receipt of approval drawings”, the quoted lead time commences on the date ABB receives the approved drawings.

Shipment Schedule

Contract drawings, information submittals, manufacturing, and shipment schedules will follow the outline below and is contingent on customer approval in the time frame indicated:

- I. Orders with Drawing Approval
 - Approval Drawings – 3 weeks after receipt of ABB approved order
 - Customer drawing approval time – 2 weeks to keep order timeline on schedule
 - Product ready for shipment – 15 weeks after return of all approval drawings with customer release for manufacture
 - Delivery – 1-2 weeks
 - Total lead time: 20-21 weeks

- II. Orders with existing bill of material, no bill of material changes and no approval drawings (duplicate orders)
 - Manufacturing time – 15 weeks after receipt of ABB approved order
 - Delivery – 1-2 weeks
 - Total lead time: 16-17 weeks

All customer provided data and requirement must be finalized at the time of purchase order placement. Revision to contract requirements may result in schedule changes and delays. All lead-times are subject to change based on prior sales and loaded factory capacity, please contact factory for actual lead-times at time of order placement.



Terms and Conditions

Form 50-490 General Terms and Conditions of Sale

- 1. General.** The terms and conditions contained herein, together with any additional or different terms contained in ABB's Proposal, if any, submitted to Purchaser (which Proposal shall control over any conflicting terms), constitute the entire agreement (the "Agreement") between the parties with respect to the order and supersede all prior communications and agreements regarding the order. Acceptance by ABB of the order, or Purchaser's acceptance of ABB's Proposal, is expressly limited to and conditioned upon Purchaser's acceptance of these terms and conditions, payment for or acceptance of any performance by ABB being acceptance. These terms and conditions may not be changed or superseded by any different or additional terms and conditions proposed by Purchaser to which terms ABB hereby objects. Unless the context otherwise requires, the term "Equipment" as used herein means all of the equipment, parts, accessories sold, and all software and software documentation, if any, licensed to Purchaser by ABB ("Software") under the order. Unless the context otherwise requires, the term "Services" as used herein means all labor, supervisory, technical and engineering, installation, repair, consulting or other services provided by ABB under the order. As used herein, the term "Purchaser" shall include the initial end use of the Equipment and/or services; provided, however, that Paragraph 13(a) shall apply exclusively to the initial end user.
- 2. Prices.**

 - (a) Unless otherwise specified in writing, all Proposals expire thirty (30) days from the date thereof.
 - (b) Unless otherwise stated herein, Services prices are based on normal business hours (8 a.m. to 5 p.m. Monday through Friday). Overtime and Saturday hours will be billed at one and one-half (1 1/2) times the hourly rate; and Sunday hours will be billed at two (2) times the hourly rate; holiday hours will be billed at three (3) times the hourly rate. If a Services rate sheet is attached hereto, the applicable Services rates shall be those set forth in the rate sheet. Rates are subject to change without notice.
 - (c) The price does not include any federal, state or local property, license, privilege, sales, use, excise, gross receipts, or other like taxes which may now or hereafter be applicable. Purchaser agrees to pay or reimburse any such taxes which ABB or its suppliers are required to pay or collect. If Purchaser is exempt from the payment of any tax or holds a direct payment permit, Purchaser shall, upon order placement, provide ABB a copy, acceptable to the relevant governmental authorities of any such certificate or permit.
 - (d) The price includes customs duties and other importation or exportation fees, if any, at the rates in effect on the date of ABB's Proposal. Any change after that date in such duties, fees, or rates, shall increase the price by ABB's additional cost.
- 3. Payment.**

 - (a) Unless specified to the contrary in writing by ABB, payment terms are net cash, payable without offset, in United States Dollars, 30 days from date of invoice by wire transfer to the account designated by ABB in the Proposal.
 - (b) If in the judgment of ABB the financial condition of Purchaser at any time prior to delivery does not justify the terms of payment specified, ABB may require payment in advance, payment security satisfactory to ABB, or may terminate the order, whereupon ABB shall be entitled to receive reasonable cancellation charges. If delivery is delayed by Purchaser, payment shall be due on the date ABB is prepared to make delivery. Delays in delivery or nonconformities in any installments delivered shall not relieve Purchaser of its obligation to accept and pay for remaining installments.
 - (c) Purchaser shall pay, in addition to the overdue payment, a late charge equal to the lesser of 1 1/2% per month or any part thereof or the highest applicable rate allowed by law on all such overdue amounts plus ABB's attorneys' fees and court costs incurred in connection with collection.



4. Changes.

- (a) Any changes requested by Purchaser affecting the ordered scope of work must be accepted by ABB and resulting adjustments to affected provisions, including price, schedule, and guarantees mutually agreed in writing prior to implementation of the change.
- (b) ABB may, at its expense, make such changes in the Equipment or Services as it deems necessary, in its sole discretion, to conform the Equipment or Services to the applicable specifications. If Purchaser objects to any such changes, ABB shall be relieved of its obligation to conform to the applicable specifications to the extent that conformance may be affected by such objection.

5. Delivery.

- (a) All Equipment manufactured, assembled or warehoused in the continental United States is delivered F.O.B. point of shipment. Equipment shipped from outside the continental United States is delivered F.O.B. United States port of entry. Purchaser shall be responsible for any and all demurrage or detention charges.
- (b) If the scheduled delivery of Equipment is delayed by Purchaser or by Force Majeure, ABB may move the Equipment to storage for the account of and at the risk of Purchaser whereupon it shall be deemed to be delivered.
- (c) Shipping and delivery dates are contingent upon Purchaser's timely approvals and delivery by Purchaser of any documentation required for ABB's performance hereunder.
- (d) Claims for shortages or other errors in delivery must be made in writing to ABB within ten days of delivery. Equipment may not be returned except with the prior written consent of and subject to terms specified by ABB. Claims for damage after delivery shall be made directly by Purchaser with the common carrier

6. Title & Risk of Loss. Except with respect to Software (for which title shall not pass, use being licensed) title to Equipment shall remain in ABB until fully paid for. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, risk of loss or damage shall pass to Purchaser upon delivery.

7. Inspection, Testing and Acceptance.

- (a) Any inspection by Purchaser of Equipment on ABB's premises shall be scheduled in advance to be performed during normal working hours.
- (b) If the order provides for factory acceptance testing, ABB shall notify Purchaser when ABB will conduct such testing prior to shipment. Unless Purchaser states specific objections in writing within ten (10) days after completion of factory acceptance testing, completion of the acceptance test constitutes Purchaser's factory acceptance of the Equipment and its authorization for shipment.
- (c) If the order provides for site acceptance testing, testing will be performed by ABB personnel to verify that the Equipment has arrived at site complete, without physical damage, and in good operating condition. Completion of site acceptance testing constitutes full and final acceptance of the Equipment. If, through no fault of ABB, acceptance testing is not completed within thirty (30) days after arrival of the Equipment at the site, the site acceptance test shall be deemed completed and the Equipment shall be deemed accepted.

8. Warranties and Remedies.

(a) Equipment and Services Warranty. ABB warrants that Equipment (excluding Software, which is warranted as specified in paragraph (d) below) shall be delivered free of defects in material and workmanship and that Services shall be free of defects in workmanship. The Warranty Remedy Period for Equipment (excluding Software, Spare Parts and Refurbished or Repaired Parts) shall end twelve (12) months after installation or eighteen (18) months after date of shipment, whichever first occurs. The Warranty Remedy Period for new spare parts shall end twelve (12) months after date of shipment. The Warranty Remedy Period for refurbished or repaired parts shall end ninety (90) days after date of shipment. The Warranty Remedy Period for Services shall end ninety (90) days after the date of completion of Services.

(b) Equipment and Services Remedy. If a nonconformity to the foregoing warranty is discovered in the Equipment or Services during the applicable Warranty Remedy Period, as specified above, under normal and proper use and provided the Equipment has been properly stored, installed, operated and maintained and written notice of such nonconformity is provided to ABB promptly after such discovery and within the applicable Warranty Remedy Period, ABB shall, at its option, either (i) repair or replace the nonconforming portion of the Equipment or re-perform the nonconforming Services or (ii) refund the portion of the price applicable to the nonconforming portion of Equipment or Services. If any portion of the Equipment or Services so repaired, replaced or re-performed fails to conform to the foregoing warranty, and written notice of such nonconformity is provided to ABB promptly after discovery and within the original Warranty Remedy Period applicable to such Equipment or Services or 30 days from completion of such repair, replacement or re-performance, whichever is later, ABB will repair or replace such nonconforming Equipment or re-perform the nonconforming Services. The original Warranty Remedy Period shall not otherwise be extended.



(c) Exceptions. ABB shall not be responsible for providing working access to the nonconforming Equipment, including disassembly and re-assembly of non-ABB supplied equipment, or for providing transportation to or from any repair facility, all of which shall be at Purchaser's risk and expense. ABB shall have no obligation hereunder with respect to any Equipment which (i) has been improperly repaired or altered; (ii) has been subjected to misuse, negligence or accident; (iii) has been used in a manner contrary to ABB's instructions; (iv) is comprised of materials provided by or a design specified by Purchaser; or (v) has failed as a result of ordinary wear and tear. Equipment supplied by ABB but manufactured by others is warranted only to the extent of the manufacturer's warranty, and only the remedies, if any, provided by the manufacturer will be allowed.

(d) Software Warranty and Remedies. ABB warrants that, except as specified below, the Software will, when properly installed, execute in accordance with ABB's published specification. If a nonconformity to the foregoing warranty is discovered during the period ending one (1) year after the date of shipment and written notice of such nonconformity is provided to ABB promptly after such discovery and within that period, including a description of the nonconformity and complete information about the manner of its discovery, ABB shall correct the nonconformity by, at its option, either (i) modifying or making available to the Purchaser instructions for modifying the Software; or (ii) making available at ABB's facility necessary corrected or replacement programs. ABB shall have no obligation with respect to any nonconformities resulting from (i) unauthorized modification of the Software or (ii) Purchaser-supplied software or interfacing. ABB does not warrant that the functions contained in the software will operate in combinations which may be selected for use by the Purchaser, or that the software products are free from errors in the nature of what is commonly categorized by the computer industry as "bugs".

(e) THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY AND PERFORMANCE, WHETHER WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USAGE OF TRADE ARE HEREBY DISCLAIMED. THE REMEDIES STATED HEREIN CONSTITUTE PURCHASER'S EXCLUSIVE REMEDIES AND ABB'S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY.

9. Patent Indemnity.

(a) ABB shall defend at its own expense any action brought against Purchaser alleging that the Equipment or the use of the Equipment to practice any process for which such Equipment is specified by ABB (a "Process") directly infringes any claim of a patent of the United States of America and to pay all damages and costs finally awarded in any such action, provided that Purchaser has given ABB prompt written notice of such action, all necessary assistance in the defense thereof and the right to control all aspects of the defense thereof including the right to settle or otherwise terminate such action in behalf of Purchaser.

(b) ABB shall have no obligation hereunder and this provision shall not apply to: (i) any other equipment or processes, including Equipment or Processes which have been modified or combined with other equipment or process not supplied by ABB; (ii) any Equipment or Process supplied according to a design, other than an ABB design, required by Purchaser; (iii) any products manufactured by the Equipment or Process; (iv) any patent issued after the date hereof; or (v) any action settled or otherwise terminated without the prior written consent of ABB.

(c) If, in any such action, the Equipment is held to constitute an infringement, or the practice of any Process using the Equipment is finally enjoined, ABB shall, at its option and its own expense, procure for Purchaser the right to continue using said Equipment; or modify or replace it with non-infringing equipment or, with Purchaser's assistance, modify the Process so that it becomes non-infringing; or remove it and refund the portion of the price allocable to the infringing Equipment. THE FOREGOING PARAGRAPHS STATE THE ENTIRE LIABILITY OF ABB AND EQUIPMENT MANUFACTURER FOR ANY PATENT INFRINGEMENT.

(d) To the extent that said Equipment or any part thereof is modified by Purchaser, or combined by Purchaser with equipment or processes not furnished hereunder (except to the extent that ABB is a contributory infringer) or said Equipment or any part thereof is used by Purchaser to perform a process not furnished hereunder by ABB or to produce an article, and by reason of said modification, combination, performance or production, an action is brought against ABB, Purchaser shall defend and indemnify ABB in the same manner and to the same extent that ABB would be obligated to indemnify Purchaser under this "Patent Indemnity" provision.

10. Limitation of Liability.

(a) In no event shall ABB, its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and claims of customers of the Purchaser or other third parties for any damages. ABB's liability for any claim whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case (except as provided in the section entitled "Patent Indemnity") exceed one-half (1/2) of the purchase price allocable to the Equipment or part thereof or Services which gives rise to the claim.



(b) All causes of action against ABB arising out of or relating to this Agreement or the performance or breach hereof shall expire unless brought within one year of the time of accrual thereof.

(c) In no event, regardless of cause, shall ABB be liable for penalties or penalty clauses of any description or for indemnification of Purchaser or others for costs, damages, or expenses arising out of or related to the Equipment and/Services.

11. **Laws and Regulations.** ABB does not assume any responsibility for compliance with federal, state or local laws and regulations, except as expressly set forth herein, and compliance with any laws and regulations relating to the operation or use of the Equipment or Software is the sole responsibility of the Purchaser. All laws and regulations referenced herein shall be those in effect as of the Proposal date. In the event of any subsequent revisions or changes thereto, ABB assumes no responsibility for compliance therewith. If Purchaser desires a modification as a result of any such change or revision, it shall be treated as a change per Article 4. Nothing contained herein shall be construed as imposing responsibility or liability upon ABB for obtaining any permits, licenses or approvals from any agency required in connection with the supply, erection or operation of the Equipment. This Agreement shall be governed by the laws of the State of New York, but excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and excluding New York law with respect to conflicts of law. Purchaser agrees that all causes of action against ABB under this Agreement shall be brought in the State Courts of the State of New York, or the U.S. District Court for the Southern District of New York. If any provision hereof, partly or completely, shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or portion hereof and these terms shall be construed as if such invalid or unenforceable provision or portion thereof had never existed.
12. **OSHA.** ABB warrants that the Equipment will comply with the relevant standards of the Occupational Safety and Health Act of 1970 ("OSHA") and the regulations promulgated thereunder as of the date of the Proposal. Upon prompt written notice from the Purchaser of a breach of this warranty, ABB will replace the affected part or modify it so that it conforms to such standard or regulation. ABB's obligation shall be limited to such replacement or modification. In no event shall ABB be responsible for liability arising out of the violation of any OSHA standards relating to or caused by Purchaser's design, location, operation, or maintenance of the Equipment, its use in association with other equipment of Purchaser, or the alteration of the Equipment by any party other than ABB.
13. **Software License.**
 - (a) ABB owns all rights in or has the right to sublicense all of the Software, if any, to be delivered to Purchaser under this Agreement. As part of the sale made hereunder Purchaser hereby obtains a limited license to use the Software, subject to the following: (i) The Software may be used only in conjunction with equipment specified by ABB; (ii) The Software shall be kept strictly confidential; (iii) The Software shall not be copied, reverse engineered, or modified; (iv) The Purchaser's right to use the Software shall terminate immediately when the specified equipment is no longer used by the Purchaser or when otherwise terminated, e.g. for breach, hereunder; and (v) the rights to use the Software are non-exclusive and non-transferable, except with ABB's prior written consent.
 - (b) Nothing in this Agreement shall be deemed to convey to Purchaser any title to or ownership in the Software or the intellectual property contained therein in whole or in part, nor to designate the Software a "work made for hire" under the Copyright Act, nor to confer upon any person who is not a named party to this Agreement any right or remedy under or by reason of this Agreement. In the event of termination of this License, Purchaser shall immediately cease using the Software and, without retaining any copies, notes or excerpts thereof, return to ABB the Software and all copies thereof and shall remove all machine readable Software from all of Purchaser's storage media.
14. **Inventions and Information.** Unless otherwise agreed in writing by ABB and Purchaser, all right, title and interest in any inventions, developments, improvements or modifications of or for Equipment and Services shall remain with ABB. Any design, manufacturing drawings or other information submitted to the Purchaser remains the exclusive property of ABB. Purchaser shall not, without ABB's prior written consent, copy or disclose such information to a third party. Such information shall be used solely for the operation or maintenance of the Equipment and not for any other purpose, including the duplication thereof in whole or in part.
15. **Force Majeure.** ABB shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority or of Purchaser, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production, and the price will be adjusted to compensate ABB for such delay.
16. **Cancellation.** Any order may be cancelled by Purchaser only upon prior written notice and payment of termination charges, including but not limited to, all costs identified to the order incurred prior to the effective date of notice of termination and all



expenses incurred by ABB attributable to the termination, plus a fixed sum of ten (10) percent of the final total price to compensate for disruption in scheduling, planned production and other indirect costs.

17. **Termination.** No termination by Purchaser for default shall be effective unless, within fifteen (15) days after receipt by ABB of Purchaser's written notice specifying such default, ABB shall have failed to initiate and pursue with due diligence correction of such specified default.
18. **Export Control.**
 - (a) Purchaser represents and warrants that the Equipment and Services provided hereunder and the "direct product" thereof are intended for civil use only and will not be used, directly or indirectly, for the production of chemical or biological weapons or of precursor chemicals for such weapons, or for any direct or indirect nuclear end use. Purchaser agrees not to disclose, use, export or re-export, directly or indirectly, any information provided by ABB or the "direct product" thereof as defined in the Export Control Regulations of the United States Department of Commerce, except in compliance with such Regulations.
 - (b) If applicable, ABB shall file for a U.S. export license, but only after appropriate documentation for the license application has been provided by Purchaser. Purchaser shall furnish such documentation within a reasonable time after order acceptance. Any delay in obtaining such license shall suspend performance of this Agreement by ABB. If an export license is not granted or, if once granted, is thereafter revoked or modified by the appropriate authorities, this Agreement may be canceled by ABB without liability for damages of any kind resulting from such cancellation. At ABB's request, Purchaser shall provide to ABB a Letter of Assurance and End-User Statement in a form reasonably satisfactory to ABB.
19. **Assignment.** Any assignment of this Agreement or of any rights or obligations under the Agreement without prior written consent of ABB shall be void.
20. **Nuclear Insurance – Indemnity.** For applications in nuclear projects, the Purchaser and/or its end user customer shall have complete insurance protection against liability and property damage resulting from a nuclear incident to and shall indemnify ABB, its subcontractors, suppliers and vendors against all claims resulting from a nuclear incident.
21. **Resale.** If Purchaser resells any of the Equipment, the sale terms shall limit ABB's liability to the buyer to the same extent that ABB's liability to Purchaser is limited hereunder.
22. **Entire Agreement.** This Agreement constitutes the entire agreement between ABB and Purchaser. There are no agreements, understandings, restrictions, warranties, or representations between ABB and Purchaser other than those set forth herein or herein provided.

eco

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TUE - 20 APR AA
STANDARD OVERNIGHT

XH USTA

32250
FL-US
JAX

FTD: 946919 19Apr2021 ISMA 56D63/F9A6/1823

Bid 2021-05
8kV Vacuum Circuit Breakers
ABB % SPP
Express
2pm on 4/21/2021

**FedEx**
ExpressPackage
US AirbillFedEx
Tracking
Number

8120 7696 5300

Form
ID No. 0200

Recipient's Copy

Packages up to 150 lbs.
For packages over 150 lbs., use the
FedEx Express Freight US Airbill.

4 Express Package Service * To most locations.

Next Business Day

☐ FedEx First Overnight
Earliest next business morning delivery to select
locations. Friday shipments will be delivered on
Monday unless Saturday Delivery is selected.☐ FedEx Priority Overnight
Next business morning. * Friday shipments will be
delivered on Monday unless Saturday Delivery
is selected.☒ FedEx Standard Overnight
Next business afternoon. *
Saturday Delivery NOT available.

2 or 3 Business Days

☐ FedEx 2Day A.M.
Second business morning. *
Saturday Delivery NOT available.☒ FedEx 2Day
Second business afternoon. * Thursday shipments
will be delivered on Monday unless Saturday
Delivery is selected.☐ FedEx Express Saver
Third business day. *
Saturday Delivery NOT available.

1 From
Date 4/16/2021
Sender's Name Jackie Navedo Phone 407 731-9454
Company ABB % SPP
Address 2961 Big Sky Blvd
City Kissimmee State FL ZIP 34744

2 Your Internal Billing Reference

3 To
Recipient's Name Property and Procurement
Company City of Jacksonville Beach
Address 1460A Shetter Ave
We cannot deliver to P.O. boxes or P.O. ZIP codes.
Address Jacksonville Beach
City Jacksonville Beach State FL ZIP 32250

Hold Weekday
FedEx location address
REQUIRED. NOT available
for FedEx First Overnight.Hold Saturday
FedEx location address
REQUIRED. Available for
FedEx Priority Overnight
FedEx 2Day to select

City of Jacksonville Beach

Property and Procurement Division
1460A Shetter Ave., Jacksonville Beach, FL 32250
Tel: 904-247-6229

Receipt for RFP/Bid/Rfq

Circle one

RFP/Bid/Rfq number: 2021-05

Initials of receiver: LD

Respondent: ABB % SPP

Date/time received:
APR 20 21 3:23 PM

8120 7696 5300



4/20/2021

CITY OF JACKSONVILLE BEACH

Re Bid No 2021-05 38 KV VACUUM CIRCUIT BREAKERS

Attached is Gresco's proposal for Bid No 2021-05 38 KV VACUUM CIRCUIT BREAKERS

As your distribution partner, we value the opportunity to provide pricing for the fulfillment of Bid No 2021-05 38 KV VACUUM CIRCUIT BREAKERS. Gresco is recognized as one of the leading distributors throughout the Southeast Region and will bring City of Jacksonville Beach, the knowledge and expertise that has been gained from over 60 years of experience in the utility distribution industry.

Gresco has teamed up with Siemens for this solicitation. Attached you will find detailed information about Siemen's offering. We have also supplied proposal drawings as well as field service information they can provide.

Most importantly there were a few questions about the specification that City of Jacksonville Beach provided in this proposal. We have outlined some of the information provided in the bid documents that contradict other statements in the spec. That information can be found on the next page.

We look forward to the opportunity to discuss our proposal in further detail and can answer any questions you may have.

Thanks for the opportunity,

Christopher Therien

Your GRESKO Account Manager

Christopher Therien

Christopher.Therien@gresco.com

(352) 446-7536

Spec Requirements related to a Spring Mechanism Medium Voltage Circuit Breaker from Bid No. 2021-05 for “38KV Vacuum Circuit Breakers”:

The following items within the bid specification relate to items that are only possible with a spring operating mechanism for a medium voltage circuit breaker and are not capable with a magnetic actuated mechanism:

- (1) If dual trip coils are required, per section 8.3.6. – then this redundancy is only possible with a spring-operated mechanism.
 - o With a magnetic actuated circuit breaker, it is not possible to truly have redundant trips because there is a single control board. If the controller or power supply is lost or fails, having a backup trip signal does not provide any value. The only way to have 100% redundant trip and coils in the trip circuit is with a spring-operated breaker.
 - o As long as there is DC available with a spring mechanism then the circuit breaker can be tripped from Trip Coil 1 or Trip Coil 2 and both being 3 cycle trips.

green background. The word "CLOSED" in black letters on red background. The open-close indicators are to be made of baked porcelain or some other suitable material which will stand up to UV deterioration.
- 8.3.3. One (1) auxiliary switch with twenty (20) spare mechanically adjustable contacts in 15 degree increments for BES's use in addition to what the manufacturer uses for circuit breaker control. The auxiliary switches shall be wired out to terminal blocks which are grouped together. See **Appendix I**.
- 8.3.4. One (1) 125 VDC Magnetic Actuator.
- 8.3.5. One (1) 125 VDC close coil, separately fused.
- 8.3.6. Two (2) 125 VDC trip coils, separately fused.

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- (2) On page 32, under section 11.2.4 - DC trip coils are also referenced and requested which are only available in a spring mechanism since magnetic actuated circuit breakers have everything within their controller.
- (3) On page 38, the schematic is also for a spring mechanism leading to the belief that a spring-operated mechanism circuit breaker is required.
- (4) Additionally, we have abided by the stainless-steel requirements to meet the material needs for this installation location.

Therefore, due to the requests in the spec for the items above – we are requesting that our bid and design be considered for bid No. 2021-05 for “38KV Vacuum Circuit Breakers”.

FORM 1: BID TENDER FORM (page 1 of 2)BID NUMBER: **2021-05**TITLE: **38KV VACUUM CIRCUIT BREAKERS**

Item	Breaker Type	Qty	Unit Cost	Extended Cost
1	1200 Amp	7ea	\$40,345.00	\$282,415.00
2	2000 Amp	4ea	\$40,515.00	\$162,060.00

Total Cost \$444,475.00

NOTE: Bidder is solely responsible for developing / determining / verifying for this project all plans / all methods / all quantities / all measurements and all manufacturers' requirements / recommendations necessary to provide a satisfactory fully completed project under the provisions of the bid, to the CITY's satisfaction, to include costs for all labor, all equipment, all materials, all rental / leasing / purchasing of equipment and materials, all preparations, all repairs, all safety work, all quality control work, all disposal work, all mobilization and demobilization work, all sub-contractor work, all taxes, all insurance, all bonding if required, all inspection work, all verification work, all warranty work, all permitting at all levels of government, all contractor overhead, all contractor profit, and any / all other project related work and/or cost/expense that is not listed, and all of which shall be the basis for the bidder's response to this bid. The bidder agrees that the bid price shall be good and may **not be withdrawn for a period of 90 days after the opening of the bid**. The bidder understands that the CITY reserves the right to reject all bids, and waive informalities in submitted bids. By signing below you agree the price(s) are firm and guaranteed for the entire term of this bid.

GRESKO

COMPANY NAME: _____

ADDRESS: 6421 CR 219

CITY, STATE & ZIP: WILDWOOD FL 34785

SUBMITTED BY: CHRISTOPHER THERIEN TITLE: ACCOUNT MANAGER
Printed name of authorized submitter

SIGNATURE: *Christopher Therien* DATE: 4/20/2021

FORM 1: BID TENDER FORM (page 2 of 2)BID NUMBER: **2021-05**TITLE: **38KV VACUUM CIRCUIT BREAKERS****BID PROPOSAL DOCUMENT TURN-IN CHECKLIST**

The following documents are to be completed, signed and submitted as part of the Submittal Package in response to this bid. Failure to provide the listed documents may be cause for the CITY to consider rejection of the submitted bid. This consideration will be at the sole discretion of the CITY.

INITIAL Check-Off	SECTION	SECTION TITLE
☒	FORM 1	BID TENDER FORM (completed Pages 42 - 43)
☒	FORM 2	BID AWARD NOTICE FORM – (completed Page 44)
☒	FORM 3	REQUIRED DISCLOSURE FORM (completed Page 45)
☒	FORM 4	DRUG-FREE WORKPLACE COMPLIANCE FORM (completed Page 46)
☒	FORM 5	NON-COLLUSION AFFIDAVIT (completed Page 47)
☒	FORM 6	NON-BANKRUPTCY AFFIDAVIT (completed Page 48)
☐	ON FILE	W9 (Attach completed and signed form, which can be obtained from www.irs.gov)
☐		LOCAL BUSINESS TAX RECEIPT (attach copy)

ADDENDA RECEIPT VERIFICATION

Addendum #: _____ Dated: _____	Addendum #: _____ Dated: _____
Addendum #: _____ Dated: _____	Addendum #: _____ Dated: _____

By: _____

Signature of Authorized Submitter

CHRISTOPHER THERIEN

Title (typed or neatly printed)

FORM 2: BID AWARD NOTICE

City of Jacksonville Beach

1460A Shetter Avenue, Jacksonville Beach, FL 32250, (904) 247-6229

NOTICE: Items 1 to 6 are to be completed by the bidder. The bidder is to submit the form to the CITY along with the Bid Tender Form and other required documents.

1. Company Name: GRESKO

2. Address: 6421 CR 219

3. City, State & Zip: WILDWOOD FL 34785

4. Attention: PURCHASING

5. Phone: 352.748.9550

6. E-mail address: CHRISTOPHER.THERIEN@GRESKO.COM

PLEASE PRINT CLEARLY

ITEMS BELOW TO BE COMPLETED BY THE CITY OF JACKSONVILLE BEACH

Bids were received and evaluated, and the following recommendation will be presented to the City Manager for award of **BID No. 2021-05** for the attached Bid Tabulation form(s).

A written notice of intent to file a protest must be filed with the Purchasing Administrator within three (3) days after receipt by the bidder of the Notice of Intent to Submit Bid for Approval and Award by City Council from the Purchasing Administrator in accordance with the procedures set forth in Section XII K., City of Jacksonville Beach Purchasing Manual.

If awarded BID or combination of BID Items, please do not proceed with any work prior to receiving an official City of Jacksonville Beach Purchase Order and/or Notice-to-Proceed letter.

Thank you for your bid.
Sincerely,

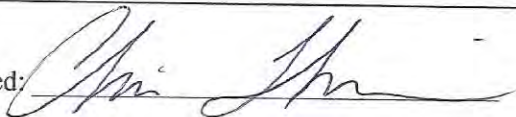
CITY OF JACKSONVILLE BEACH
/s/Luis F. Flores
Property and Procurement Division

FORM 3: REQUIRED DISCLOSURE

The following disclosure is of all material facts pertaining to any felony conviction or any pending felony charges in the last three (3) years in this State or any other state or the United States against (1) bidder, (2) any business entity related to or affiliated with bidder, or (3) any present or former owner of bidder or of any such related or affiliated entity. This disclosure shall not apply to any person or entity which is only a stockholder, which person or entity owns twenty (20) percent or less of the outstanding shares of a bidder whose stock is publicly owned and traded:

N/A

Signed:



Title:

ACCOUNT MANAGER

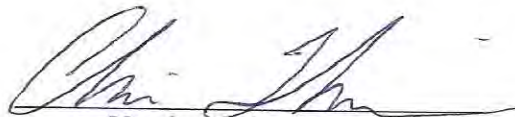
Contractor: GRESCO

FORM 4: DRUG-FREE WORKPLACE COMPLIANCE

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 contract 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 contract, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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



Vendor's Signature

FORM 5: NON-COLLUSION AFFIDAVIT

CHRISTOPHER THERIEN, being first duly sworn deposes and says that:

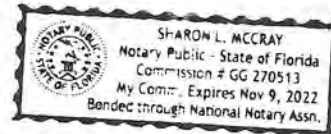
1. He (it) is the ACCOUNT MANAGER, of GRESKO
the bidder that has submitted the attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not a collusive or sham bid
4. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted; or to refrain from responding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion or communication, or conference with any bidder firm, or person to fix the price or prices in the attached bid or of any other bidder or to fix any overhead, profit, or cost elements of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against other Bidders, or any person interested in the proposed Contract;
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any other of its agents, representatives, owners, employees or parties in interest, including his affidavit.

By: *Christopher J. Therien*

Sworn and subscribed to before me this 20th day of April, 2021,
in the State of Florida, County of Duval.

Sharon L. McCray Notary Public

My Commission Expires: November 9, 2022



FORM 6: NON-BANKRUPTCY AFFIDAVIT

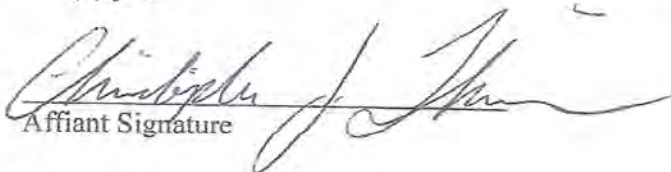
BID #: 2021-05

STATE OF FLORIDA)

COUNTY OF SUMTER)

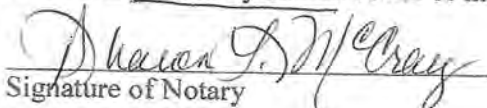
CHRISTOPHER THERIEN is an officer and member of the firm of GRESKO, being first duly sworn, deposes and states that;

1. The subsequent certification statement is a true and accurate statement as of the date shown below.
2. The affiant understands that the intentional inclusion of false, deceptive or fraudulent statements on this Non-Bankruptcy Affidavit constitutes fraud; and, that the City of Jacksonville Beach, Florida, considers such action on the part of the affiant to constitute good cause for denial, suspension, revocation, disqualification, or rejection of affiant's participation in **BID No. 2021-05**
3. Certification Statement: This is to certify that the aforementioned firm has not filed for bankruptcy in the past seven (7) years and that no owner/officer or principal of the aforementioned firm has filed for bankruptcy personally in the past seven (7) years or has been an owner/officer or principal of a firm which has filed for bankruptcy in the past seven (7) years.


Affiant Signature

Sworn to before me this 20th day of April, 2021 by Christopher Therien
(Name of affiant)

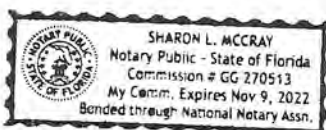
He/She is personally known to me or has produced _____ as identification.


Signature of Notary

Sharon L. McCray
Notary's Printed Name

November 9, 2022
Expiration of Notary's Commission

Affix Seal Here:





Scope of Supply

Item	Product Name	Quantity	Unit price	Total price
1	SDV7-SE-38kV-25kA-1200A	7.00	\$40,345.00	\$282,415.00
2	SDV7-SE-38kV-25kA-2000A	4.00	\$40,515.00	\$162,060.00
			Offer Amount:	\$444,475.00

Optional Features and Spare Parts:

Item	Description	Price
3	Arc Resistant Enclosure Tested to ANSI/IEEE C37.20.7 for accessibility type 2B for 38kV Breakers	(Per Breaker) \$1,500.00
4	Optional Recommended Spares	See Below

Item	Recommended Spare Parts for Spring Breakers	Unit Price
4a	Trip Coil, Primary, 125 VDC, 3 cycle	\$200.00
4b	Trip Coil, Secondary, 125 VDC, 3 cycle	\$350.00
4c	Close Coil, Primary, 125 VDC	\$200.00
4d	Anti-Pump Auxiliary Relay, 125 VDC	\$125.00
4e	Spring Charging Motor, 125 VDC	\$400.00
4f	Primary Bushing 38kV, 1200A (Each)	\$1,150.00
4g	Primary Bushing 38kV, 2000A (Each)	\$1,250.00
4h	One Vacuum Interrupter 38kV, 20/25kA, Type VS-30030	\$1,500.00
4i	One complete set of Door Gaskets (12 nos.)	\$70.00
4j	One complete set of Bushing Gaskets (6 nos.)	\$280.00
4k	One complete set of cabinet heaters	\$590.00

Note: Spare parts pricing above valid only if parts are purchased with circuit breakers. Customer may select any or all of these based on their requirements.

See "System Specifications and General Bill of Material" section in this proposal for greater detail.

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Progress Milestone Payments (Equipment).

The following progress payments will apply to this project. Partial shipments will be invoiced at their corresponding value. Any billing plan different to the one below must be mutually negotiated, prior to purchase order issuance.

Down payment with order	0%
Upon submittal of drawings by Siemens for customer approval	0%
Upon release to manufacturing	0%
Upon shipment or when placed into storage in the event shipping is delayed by Buyer	100%

Cancellation schedule

In the event that Buyer cancels the purchase order, or portions of the purchase order in writing, the following charges, as a percentage of the total purchase order price for the order, or applicable portions thereof, will apply:

After receipt of order, or before approval drawings are completed	15.00%
After approval drawing completion, but before release to manufacturing	30.00%
Before start of fabrication, but after major component purchase	60.00%
After start of fabrication, but before start of assembly	80.00%
After assembly has started	100.00%

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Product Description:

SDV7 non-arc-resistant and SDV7-AR arc-resistant medium-voltage, outdoor distribution circuit breakers:

Ratings Offered:

- 15.5 kV, 20 kA to 40 kA, 1,200 A to 3,000 A, 110 kV BIL
- 27.6 kV, 20 kA to 25 kA, 1,200 A to 2,000 A, 150 kV BIL
- 38.0 kV, 20 kA to 40 kA, 1,200 A to 2,500 A, 200 kV BIL

Operating Mechanisms Offered:

- Spring Actuated
- Magnetic Actuated

Enclosure Offered:

- Standard: non-arc-resistant, type SDV7
- Optional: arc-resistant, accessibility type 2B to ANSI/IEEE C37.20.7, type SDV7-AR

Features include:

- Extended capacitor switching (optional)
- Tested for out-of-phase switching ratings (ANSI/IEEE C37.09)
- Large relay and control compartment
- Stainless steel exterior hardware
- Porcelain dry-type bushings with extended creep
- Highly reliable vacuum interrupters - MTTF over 53,000 years
- Pair with Siemens protective relays to match any typical application
- Moderate and high seismic qualification (Zones 1-4) available
- Meets or exceeds the latest ANSI, IEEE and NEMA standards
- ANSI/IEEE "rain tested" enclosure (ANSI/IEEE C37.20.2-1999)

Product Information:

<http://w3.usa.siemens.com/powerdistribution/us/en/product-portfolio/SDV7-Distribution-Circuit-Breaker/Pages/SDV7.aspx>



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System Specifications and General Bill of Material:

Item 1: SDV7-SE-38kV-25kA-1200A

Switchgear No: SDV7-12924	
Customer Name	Gresco
Project Name	Gresco - Gresco - Beaches Energy 38kV SDV
Siemens Proposal ID#	SF211786774
Customer Item Designation	SDV7-SE-38kV-25kA-1200A
System	
Design Type	SDV-7 Non-Arc Vented
Rated Voltage	38kV
Rated Current	1200 A (ANSI)
Frequency	60Hz
Breaker Rating Basis	25kA
Rated Closing and Latching Current	65 peak kA
Full Wave Impulse Withstand (kV)	200
Enclosure	
Cabinet material	Stainless Steel
Roof material	Stainless Steel
Internal Ground bar	One Ground bar required
Exterior Paint	ASA 61
Connections	
Stud Connector	1.25" Tin-Plated Bronze to 4 Hole Pad
Ground Connector	Bronze 2 hole to Cable #6-800 MCM
Control Terminal Blocks	Bussmann-Cooper
Shorting Terminal blocks	General Electric
Wiring Lug	Insulated Ring Tongue / Panduit
Heaters	
Heater Application	Heater 240V, 850W
Controls	
Release Combinations	1. Spring Trip Coil 2. Trip Coil
Control voltage - spring motor	DC 125 V
Control voltage - closing coil	DC 125 V
Control voltage - trip coil	DC 125 V (3 cycle)
Control voltage - second trip coil	DC 125 V (3 cycle)
Auxiliary Switch, Plug Connector	22NO_22NC
Control Disconnect	Disconnect Fuse 3KN 3FU

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Item 1: SDV7-SE-38kV-25kA-1200A (cont'd)

Specials	
Adjustable Thermostat	Required
Selection of Outlet and Light	Convenience Outlet / Light and Switch Required
Convenience Outlet	GFCI Receptacle, 20A, with fuse, interior
Light and Switch	Light with door activated switch and fuse
SDV7 Breaker Certified Test Report	Required
Hand Crank for Manual Charging of the closing spring	Required
Emergency Stop	Pull to Trip

Accessories

Accessories	
Qty	Description
1	Installed Spare Part – Fuseholder, 2 pole
1	Installed Spare Part – Terminal Block, 12 Point, 600V
2	Ground Connector, 1-500Kcmil
6	Stud Connector, 1.25" Tin-Plated Bronze to 4 Hole Pad
1	Shorter handcrank for charging VCB

Primary Bill Of Material

Circuit Breaker					Total Quantity	1
Type	Current Rating	MVA/KA Rating	Trip Coil	Close & Latch Rating	Qty	
SDV7-SE	1200A	25kA	2x Spring Trip Coil	65 peak kA	1	

Current Transformer		Total Quantity	12
Type		Ratio	Qty
C400 Accuracy, Multi-Ratio, 1-2-3-4-5-6, X & Y		1200:5A	12

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Item 1: SDV7-SE-38kV-25kA-1200A (cont'd)

Secondary Parts

Bill of Material			
Qty	Part Number	Catalog	Description
1	77101000016	116B6708G43R73R4	IND LIGHT, RED, 125VDC, RES, LED
1	77101000017	116B6708G43G73G4	IND LIGHT, GREEN, 125VDC, RES, LED
2	77809000205	7PA3032-1AA00-1	7PA30 Trip Coil Monitoring Relay
1	77TH0000081	16SB1CB210SSM2K	Breaker Control Switch
1	77TH0000082	16SB1BB210SSM16K	Recloser Cutoff Switch
4	77TH0000080	204 R	States 204 R Test Switch

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SF211786774



Item 2: SDV7-SE-38kV-25kA-2000A

Switchgear No: SDV7-12924	
Customer Name	Gresco
Project Name	Gresco - Gresco - Beaches Energy 38kV SDV
Siemens Proposal ID#	SF211786774
Customer Item Designation	SDV7-SE-38kV-25kA-2000A
System	
Design Type	SDV-7 Non-Arc Vented
Rated Voltage	38kV
Rated Current	2000 A (ANSI)
Frequency	60Hz
Breaker Rating Basis	25kA
Rated Closing and Latching Current	65 peak kA
Full Wave Impulse Withstand (kV)	200
Enclosure	
Cabinet material	Stainless Steel
Roof material	Stainless Steel
Internal Ground bar	One Ground bar required
Exterior Paint	ASA 61
Connections	
Stud Connector	1.75" Tin-Plated Bronze to 4 Hole Pad
Ground Connector	Bronze 2 hole to Cable #6-800 MCM
Control Terminal Blocks	Bussmann-Cooper
Shorting Terminal blocks	General Electric
Wiring Lug	Insulated Ring Tongue / Panduit
Heaters	
Heater Application	Heater 240V, 850W
Controls	
Release Combinations	1. Spring Trip Coil 2. Trip Coil
Control voltage - spring motor	DC 125 V
Control voltage - closing coil	DC 125 V
Control voltage - trip coil	DC 125 V (3 cycle)
Control voltage - second trip coil	DC 125 V (3 cycle)
Auxiliary Switch, Plug Connector	22NO_22NC
Control Disconnect	Disconnect Fuse 3KN 3FU

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Item 2: SDV7-SE-38kV-25kA-2000A (cont'd)

Specials	
Adjustable Thermostat	Required
Selection of Outlet and Light	Convenience Outlet / Light and Switch Required
Convenience Outlet	GFCI Receptacle, 20A, with fuse, interior
Light and Switch	Light with door activated switch and fuse
SDV7 Breaker Certified Test Report	Required
Hand Crank for Manual Charging of the closing spring	Required
Emergency Stop	Pull to Trip

Accessories

Accessories	
Qty	Description
1	Installed Spare Part – Fuseholder, 2 pole
1	Installed Spare Part – Terminal Block, 12 Point, 600V
2	Ground Connector, 1-500Kcmil
6	Stud Connector, 1.25" Tin-Plated Bronze to 4 Hole Pad
1	Shorter handcrank for charging VCB

Primary Bill Of Material

Circuit Breaker					Total Quantity	1
Type	Current Rating	MVA/KA Rating	Trip Coil	Close & Latch Rating	Qty	
SDV7-SE	2000A	25kA	2x Spring Trip Coil	65 peak kA	1	

Current Transformer		Total Quantity	12
Type		Ratio	Qty
C400 Accuracy, Multi-Ratio, 1-2-3-4-5-6, X & Y		2000:5A	12

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Item 2: SDV7-SE-38kV-25kA-2000A (cont'd)

Secondary Parts

Bill of Material			
Qty	Part Number	Catalog	Description
1	77101000016	116B6708G43R73R4	IND LIGHT, RED, 125VDC, RES, LED
1	77101000017	116B6708G43G73G4	IND LIGHT, GREEN, 125VDC, RES, LED
2	77809000205	7PA3032-1AA00-1	7PA30 Trip Coil Monitoring Relay
1	77TH0000081	16SB1CB210SSM2K	Breaker Control Switch
1	77TH0000082	16SB1BB210SSM16K	Recloser Cutoff Switch
4	77TH0000080	204 R	States 204 R Test Switch

Restricted information

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SF211786774



Commercial considerations

Terms and conditions

Siemens Industry Inc. Standard Terms and Conditions of Sale for Products and Services will apply. Siemens hereby takes exception to any additional or different terms set forth in purchaser's request for proposal, specification, purchase order or any other document of purchaser. Siemens is willing to negotiate mutually agreeable terms and conditions as part of the contract negotiation process, however acceptance of additional or different terms must be specifically agreed to in writing by Siemens

Quotation validity

This proposal will remain in effect for 60 days, unless changed in the interim upon written notice from Siemens. Documents and related correspondence shall be sent to the local Siemens office or an authorized Siemens distributor. The proposal is based upon Siemens interpretation of the plans and specifications and is subject for correction for errors. This document and any other document specifically referred to as being a part hereof constitute the entire agreement on the subject matter, and shall not be modified except in writing signed by both parties.

Conditions of sale

Price policy	Prices are firm for quoted shipment. In the event shipment is delayed for any reason that is beyond the control of Siemens Industry, Inc., prices shall be increased ½ % of total purchase order price for each full month or fraction thereof that shipment is delayed beyond the specified shipping date. In case of customer delays, price escalation on material/services supplied by our sub-suppliers will have to be reconfirmed separately.
Payment terms	Progress payment per schedule in this offer, which is subject to credit approval. All payments are due NET 30 days from date of each invoice.
INCO & Delivery:	2010 - FOB Destination. Freight prepaid and allowed to contiguous USA. Additional freight charges will apply for destinations outside the contiguous USA.
Other terms	Unless stated in writing by Siemens, Siemens' prices exclude charges for unloading, storage, insurance, taxes, tariffs charged on the importation of goods into the United States, excises, fees, duties, or other government charges related to the Products. Buyer will pay these amounts or reimburse Siemens.
Back charges:	Siemens will only accept reasonable back charges if notified in writing within five days of customer identifying a repair is needed and afforded an opportunity to cure within a commercially reasonable time.

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Purchase Order:	In the event a purchase order is generated based on the scope of supply described in this proposal, the purchase order must have the following information included to process the order and eliminate delays during the order entry process. For NEW customers to Siemens please provide a tax certificate and W-9 form prior to or upon submission of a purchase order. 1. The customer's Purchase Order must be made payable to: Siemens Industry, Inc. 7000 Siemens Road Wendell, NC 27591 2. The correct proposal/revision number should be referenced on the purchase order. 3. PO must refer to the Siemens Industry, Inc. Standard Terms and Conditions of Sale for Products and Services or any pre-negotiated terms with Siemens Industry, Inc., as the case may be, to be the applicable terms for the order. 4. The purchase order net price must match the proposal price as outlined in the proposal summary.
Storage	In the event shipment is delayed for any reason that is beyond the control of Siemens Industry, Inc., and the equipment needs to be kept in storage, a storage fee in the amount of 1.5% of the equipment value shall be charged per month on the first day of each month. In the event that shipment is delayed for reasons beyond our control, payment shall be effected against shipping agent's confirmation that the material is ready for shipment or storage.
Warranty	The warranty period will be 18 months from the date of shipment (bill of lading) or 12 months from date of commissioning, whichever event may occur first. For details related to the specific guidelines of Siemens Warranty please refer to Standard Terms and Conditions of Sale for Products and Services www.usa.siemens.com/mvterms

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Export Control	Buyer agrees to comply with all applicable export laws and regulations relating to the resale, exportation, transfer, assignment, disposal or use of the goods, including any Purchaser acknowledges that [SOC/Seller/Contractor/Consortium] is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, usage of the [Work/Equipment/Services] provided under the Contract, including any export license requirements. Purchaser agrees that such [Work/Equipment/Services] shall not indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations of the continuing performance by [SOC/Seller/Contractor/Consortium] of its obligations hereunder that compliance with such export laws and regulations be maintained at all times PURCHASER AGREES TO INDEMNIFY AND HOLD [SOC/SELLER/CONTRACTOR/CONSORTIUM] HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.
Conflict Minerals	Siemens will make commercially reasonable efforts to comply with the Dodd-Frank Wall Street Reform and Consumer Protection Act's provisions requirements concerning conflict minerals. Conflict minerals as defined herein mean tin, tantalum, tungsten and gold ("Materials"). Specifically, Siemens will exercise reasonable efforts to identify, through Siemens AG's global supply system, the source and chain of custody of the Materials used in the Products to the extent of the information available to Siemens; and will, upon reasonable advance written request, provide Buyer with a complete and accurate conflict mineral report detailing the source and chain of custody of Materials (in a format that is as comprehensive as called for by the Industry Electronic Citizenship Coalition ("EICC") and the Global e-Sustainability Initiative ("GeSI") reporting template.

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Schedule

The table(s) below provides typical project lead times for projects requiring approval drawings (Approval)

- The project cycle starts after receipt of a technically and commercially clear purchase order.
- **The quoted lead times are based on current engineering and factory production capacity. Actual lead times are dependent on available production capacity at time of order entry and return of approved drawings.**

Description	Submission of approval drawing package ¹	Customer review	Equipment ready for shipment (after release to manufacture)	Factory Acceptance Testing (FAT), if applicable (additional charges may apply)	Total cycle time to shipment from factory
SDV7-SE 38	3	2	9	XX	14 (weeks)

¹Submission of approval drawing package consists of:

- General arrangement and floor plan with primary one-line diagram
- General information
- Three-line diagram
- Schematic
- Panel arrangement
- Accessories list
- Nameplate engraving
- Electrical bill of materials

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Comments and clarifications

The quoted price is based on the following documents, which are received with the request for quote:

Commercial Documents

1. Invitation to Bid 2021-05 38kV Vacuum Circuit Breakers

Technical Documents

1. Drawing:
 - a. No drawing submitted.
2. Specification:
 - a. Invitation to Bid 2021-05 38kV Vacuum Circuit Breakers – Section C.

Commercial Comments

1. The **Customer Visual Inspection (CVI)** is an opportunity for the Customer Representative to visit our manufacturing facility for the purpose of visually inspecting their equipment. This includes a general survey of such things as the number of sections, general configuration, components used, shipping plans/splits, etc. Inspection does not include any type of powering up of the gear or any functionality test. An inspection does not include the support of the testing personnel on the floor. The factory will not charge the customer for a CVI visit. Food, travel, lodging, permits and miscellaneous expenses are to be borne by the customer.
2. The **Factory Acceptance Test (FAT)** is an opportunity for the Customer Representative to witness the testing of their equipment. A FAT will include a review of the engineered drawings prior to the floor visit to ensure understanding of functionality/sequence of operations, etc. The floor testing will consist of a functionality test of the overall gear as well as any testing required by applicable (ANSI/IEEE or NEMA/UL) codes or standards. Siemens encourages all customers to visit and tour our facility. If a FAT is required, a price adder of \$2,500.00 for the first day and \$1,000.00 per day until the FAT is complete applies for individuals or a group. FAT prices shown are only valid when conducted at the respective manufacturing facilities for the equipment. Food, travel, lodging, permits and miscellaneous expenses are not included in the above and are to be borne by the customer. If circumstances surrounding COVID-19 prevent an in-person FAT at a Siemens factory, we will offer a remote video FAT as an alternate. For more information regarding Siemens FAT offerings: <http://usa.siemens.com/fat>
3. Field service, start-up, testing, commissioning, training and analysis/studies are to be supplied by others unless explicitly outlined in the scope of supply.
4. Relay settings, relay programming, system studies, coordination, interfacing and installation are to be supplied by others unless explicitly outlined in the scope of supply. Should this scope be required please refer to the "System Engineering Service" rate sheet at the end of the proposal.
5. Certificates for items such as seismic ratings are available for the standard product design. Project-specific certificates are not included in this proposal unless explicitly listed in the scope of supply.

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6. This proposal is based on our best interpretation of the single line drawing and specification, and Siemens reserves the rights to revise the quotation if our interpretation differs from actual requirements.
7. Additional technical comments and clarifications may be generated during the detailed engineering phase of the project.
8. This document and any other document specifically referred to as being a part hereof constitute the entire agreement on the subject matter, and shall not be modified except in writing signed by both parties
9. Siemens' obligation to fulfill this agreement is subject to the proviso that the fulfillment is not prevented by any impediments arising out of national and international foreign trade and customs requirements or any embargos (or any sanctions).
10. Goods quoted in this proposal are manufactured in Mexico, a NAFTA country. Any applicable Buy American provisions must be reviewed by Siemens to determine compliance. Customer must notify Siemens of any applicable Buy American requirements and provide Siemens with a complete and accurate copy of the applicable Buy American provisions. Siemens reserves the right to reject any order where compliance with Buy American requirements is not possible or cannot be determined.
11. Siemens takes exception to external Codes of Conduct, Quality, Drug and Safety programs and policies. This offer is based on Siemens Code of Conduct, Quality, Drug and Safety programs and policies.
12. Insurance endorsements, bonds and all other forms of surety, if required, shall be provided in accordance with Siemens guidelines using Siemens standard forms and rates.
13. Hard copies of the Siemens standard Installation, Operation and Maintenance manuals will be included in the accessories of the shipment. An electronic copy of the standard manual can be provided, upon request, by the Project Manager or Contract Administrator assigned to the project. Requirement for Special Operation and Maintenance Manuals will require a separate line item on the purchase order. Additional fees & time will apply to provide such special manuals, unless explicitly stated as included in our proposal.
14. The worldwide outbreak of the coronavirus disease ("COVID-19"), affects or is likely to affect usual business activities and/or the execution of work under this offer. As the impacts from COVID-19 are unknown and unknowable at this time, Siemens commitments regarding the scope contemplated hereunder including procurement lead-time, delivery date, resources, and schedule are provided without consideration of such potential impacts from COVID-19. Siemens is closely monitoring the development of COVID-19 and its associated impacts, and will endeavor to inform Gresco of the impacts that COVID-19 has or may have on Siemens' manufacturing, supply chain, operations, logistics, and personnel relating to Siemens' scope of supply contemplated hereunder. If required to overcome the consequences directly or indirectly caused by COVID-19, Siemens shall be entitled to relief of its obligations in schedule, price, or any other reasonably required adjustment of this offer. In the event equipment delivery is contemplated hereunder, Siemens shall be entitled to postpone or provide partial deliveries to the extent Siemens' ability to supply or deliver is impacted by COVID-19.

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CLARIFICATIONS/DEVIATIONS/EXCEPTIONS:

Item	Ref Doc	Section	C/D/E	Description
1	Specification	5.1.6	C	Please see the provided outline drawing for details.
2	Specification	6.1	C	Please see the provided bushing drawings for details.
3	Specification	6.1	E	The 2000A bushing utilizes 1.75" threads.
4	Specification	7.11	E	Bushings are porcelain type.
5	Specification	8.1 8.2 8.3.4	E	The SDV7 breaker rated at 38kV is not available in a mag actuator version. A stored energy model has been proposed.
6	Specification	8.3.2	D	White lettering on a green or red background shall indicate open/close status.
7	Specification	8.3.3	E	The auxiliary contacts are not adjustable.
8	Specification	9.16	E	Wiring within the 3AH35-SE operator is 16 AWG.
9	Specification	11.2.1	C	A manual hand-crank for charging the spring is provided. A manual closing device is not available.
10	Specification	11.2.3 11.2.11	E	These items are not utilized in the SDV7-SE breaker proposed herein.
11	Specification	11.2.6	C	The 3AH35-SE operator is inherently stable and does not require nor include a latch check switch.
12	Specification	11.2.9	E	A humidstat is not utilized in the breaker proposed herein.
13	Specification	11.2.10	E	Special tools are not required nor provided for the installation and maintenance of the SDV7 breaker.
14	Specification	14.1	C	Please see the provided Field Service Rate document for field service pricing.
15	Specification	15.1	E	Siemens standard drawing package shall be provided.

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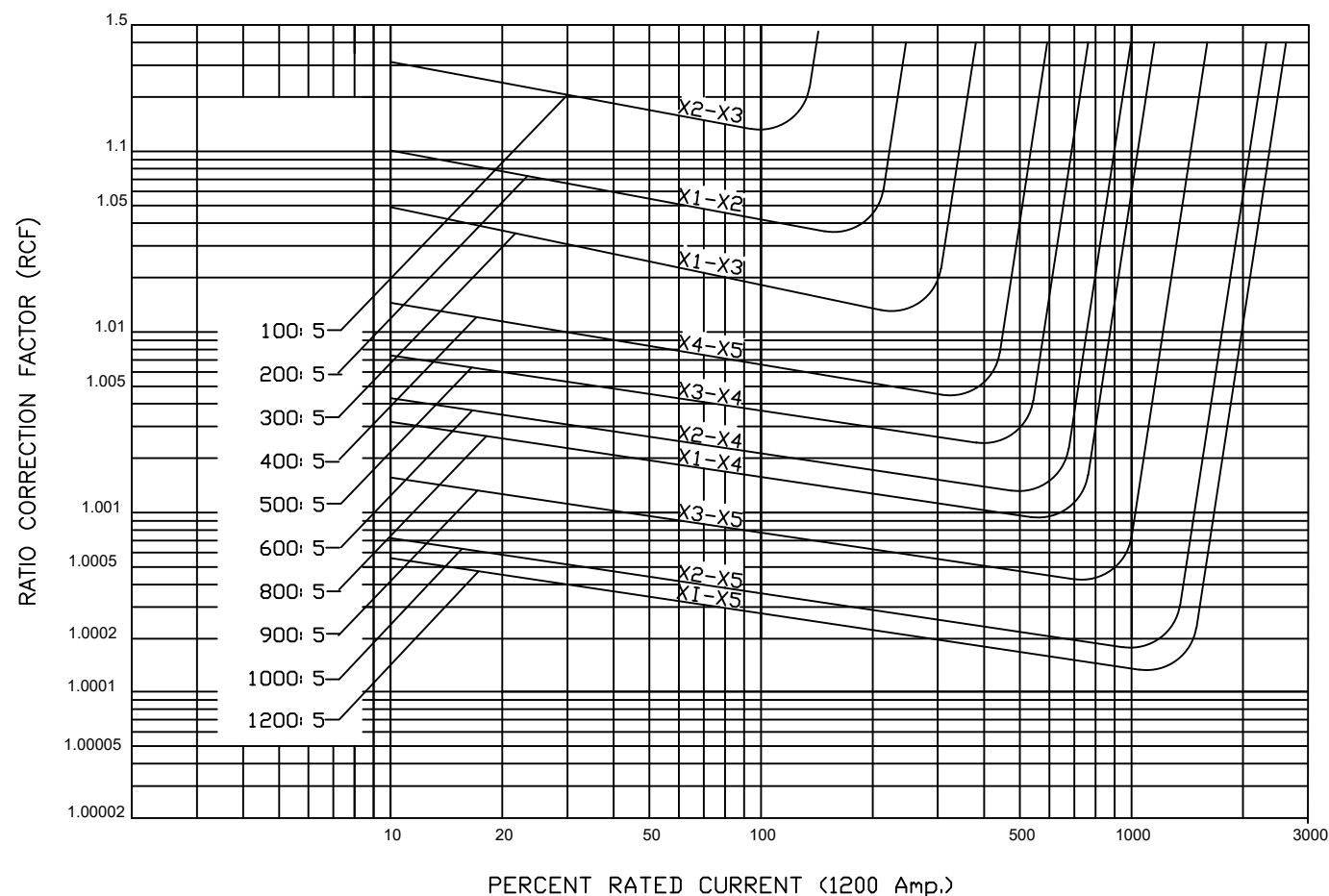
1

2

OVERCURRENT RATIO CHARACTERISTICS

TYPE: BCM
RATIO: 1200:5
CURVE No. EGR-1TB-J1122-01
BURDEN: 4 OHMS

FREQUENCY: 60HZ



.0031 OHMS/TURN @ 75 C	
1.48 Es/TURN @ KNEE	
40	20
0.124	0.062
100	80
0.31	0.248
TURNS	
OHMS	
X1	X2
X3	X4
X5	

NOTES:

1. THERMAL RATING FACTOR (TRF) = 2.0
2. RELAY CLASS: C400 @ 1200:5
3. METERING CLASS: 0.3 B1.8 @ 1200:5

C.T. RATIOS, M.R. TYPE

Terminals	X 2 - X 3	X 1 - X 2	X 1 - X 3	X 4 - X 5	X 3 - X 4
Ratio	100 : 5A	200 : 5A	300 : 5A	400 : 5A	500 : 5A
Terminals	X 2 - X 4	X 1 - X 4	X 3 - X 5	X 2 - X 5	X 1 - X 5
Ratio	600 : 5A	800 : 5A	900 : 5A	1000 : 5A	1200 : 5A

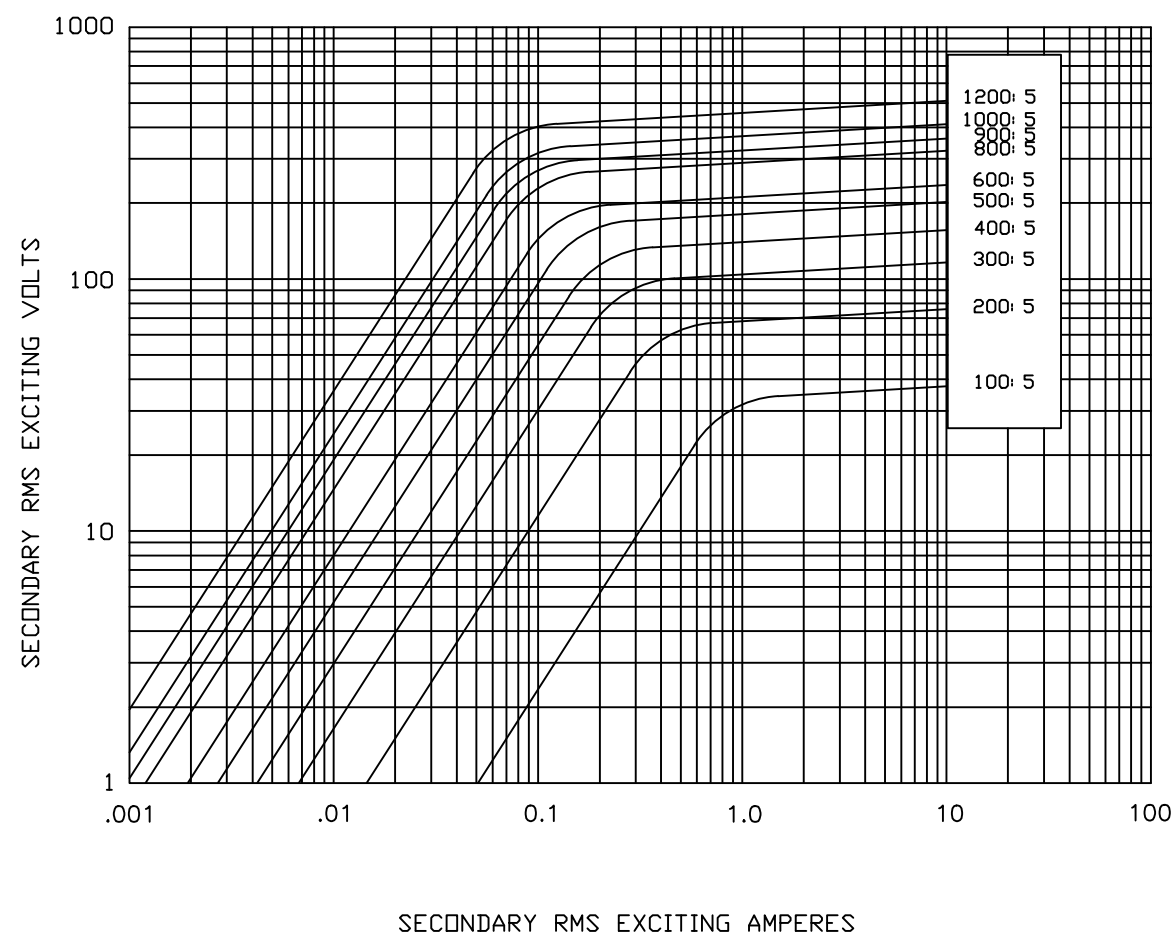
CURVES REPRESENT HIGH ACCURACY, 1200:5
MULTI-RATIO BUSHING CURRENT TRANSFORMER
SIEMENS PART NO. A7ER77910100037

SIEMENS SALES ORDER:	PRELIMINARY: APPROVAL: CERTIFIED:	PRODUCT TYPE SDV7-**	SIEMENS Siemens Industry Inc. Raleigh, NC
LINE ITEM:		SCALE NTS	DOCUMENT NAME: ACCURACY CURVES, 1200:5, MR BCT, C400 SDV7-** 15.5kV-20-1200-RP
CUSTOMER:		DRAWN: DMJ	
CUSTOMER PROJECT:		APPRV: DMJ	
GROUP:		DATE: 09-14-2015	QTY:
CUSTOMER ORDER:			

SECONDARY EXCITATION CHARACTERISTICS

TYPE: BCM
RATIO: 1200:5
CURVE No. EGR-1TB-J1122-01

FREQUENCY: 60HZ



STANDARD DRAWING

DO NOT DESTROY, CHANGE OR
ADD MARK NO'S W/O APPROVAL
OF DESIGN ENGINEERING.

USED ON: SDV

MFG. PROJ. VARIOUS

CAD GENERATED, DO NOT CHANGE MANUALLY.

03 11-08-2018 DKD	REVIS SECOND EXCITATION CHARACTERISTICS.	02 10/07/2013 DKD	01 11/29/08 DLC	SIEMENS Siemens Industry Inc. Raleigh, NC	1-PLACE DECIMAL ± 2-PLACE DECIMAL ± 3-PLACE DECIMAL ±	ANGULAR	SIMILAR TO	DR <u>DLC</u> CH <u>CH</u> APP <u>DC</u>
MATERIAL				PART NUMBER 18761292437				
WEIGHT (LBS)		PART NAME ACCURACY CURVES, 1200:5, MR BCT, C400			SCALE NTS	CHARACTERISTICS ←	SHEET NO. 01-F	

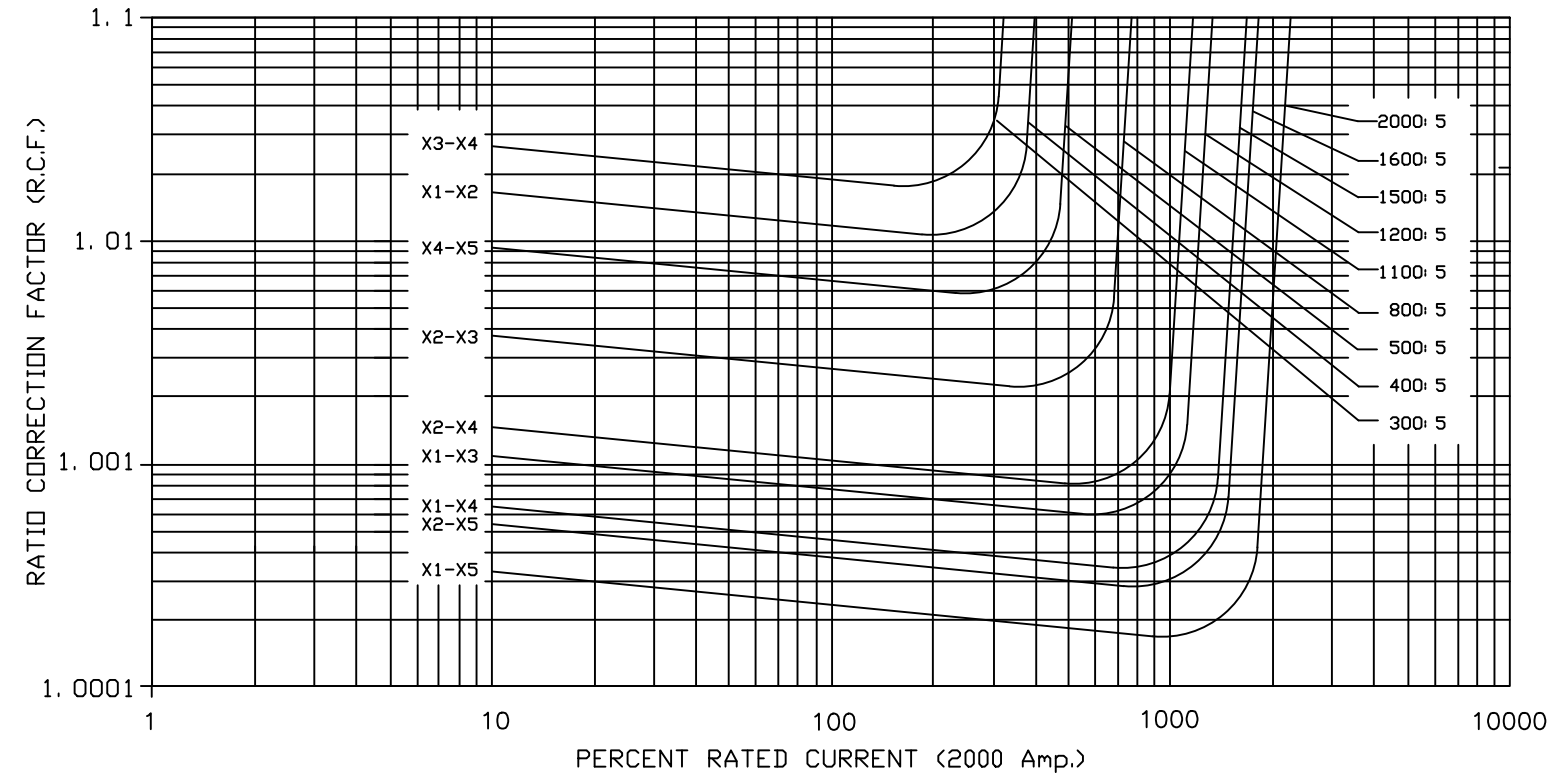
1

2

REV'D 04/02/2012

OVERCURRENT RATIO CHARACTERISTICS

TYPE: BCM
RATIO: 2000:5
CURVE No. EGR-1TB-J1202-00
BURDEN: 4 OHMS
FREQUENCY: 60HZ



0.0024 OHMS/TURN @ 75 C				
0.765 Es/TURN @ KNEE				
80	160	60	100	URNS
0.192	0.384	0.144	0.24	OHMS
X1	X2	X3	X4	X5

- NOTES:
1. THERMAL RATING FACTOR (TRF) = 2.0
 2. RELAY CLASS: C400 @ 2000:5
 3. METERING CLASS: 0.3 B1.8 @ 2000:5

C.T. RATIOS, M.R. TYPE

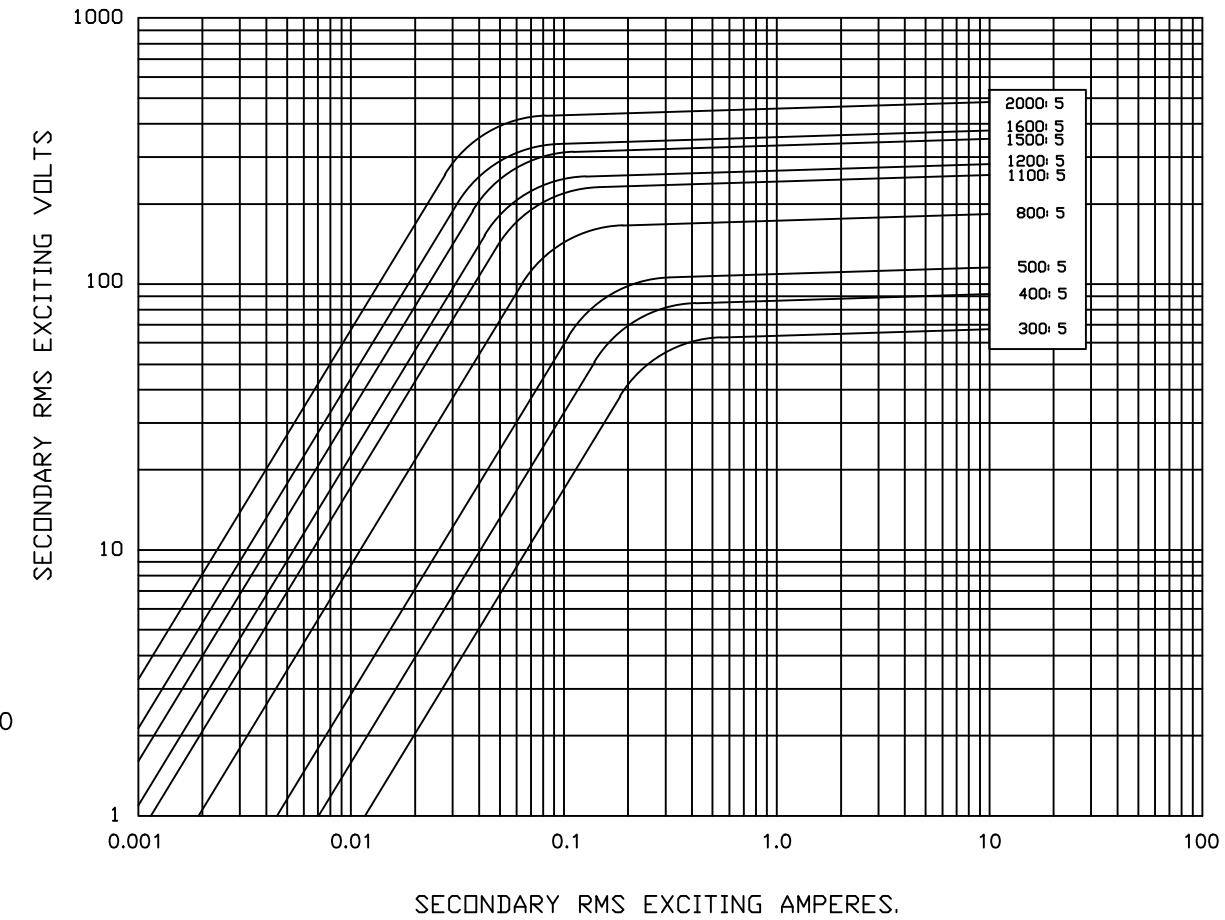
Terminals	X 3 - X 4	X 1 - X 2	X 4 - X 5	X 2 - X 3	X 2 - X 4
Ratio	300 : 5A	400 : 5A	500 : 5A	800 : 5A	1100 : 5A
Terminals	X 1 - X 3	X 1 - X 4	X 2 - X 5	X 1 - X 5	
Ratio	1200 : 5A	1500 : 5A	1600 : 5A	2000 : 5A	

CURVES REPRESENT STANDARD ACCURACY, 2000:5
MULTI-RATIO BUSHING CURRENT TRANSFORMER
SIEMENS PART NO. A7ER77910100033

SIEMENS SALES ORDER:	PRELIMINARY: APPROVAL: CERTIFIED:	PRODUCT TYPE SDV7-***	SIEMENS Siemens Industry Inc. Raleigh, NC	
LINE ITEM:		SCALE NTS		DOCUMENT NAME: ACCURACY CURVES, 2000:5, MR BCT, C400 SDV7-*** 15.5-20-2000
CUSTOMER:		DRAWN:		
CUSTOMER PROJECT:		APPRV:		
GROUP:		DATE:	DATE:	QTY:
CUSTOMER ORDER:				

SECONDARY EXCITATION CHARACTERISTICS

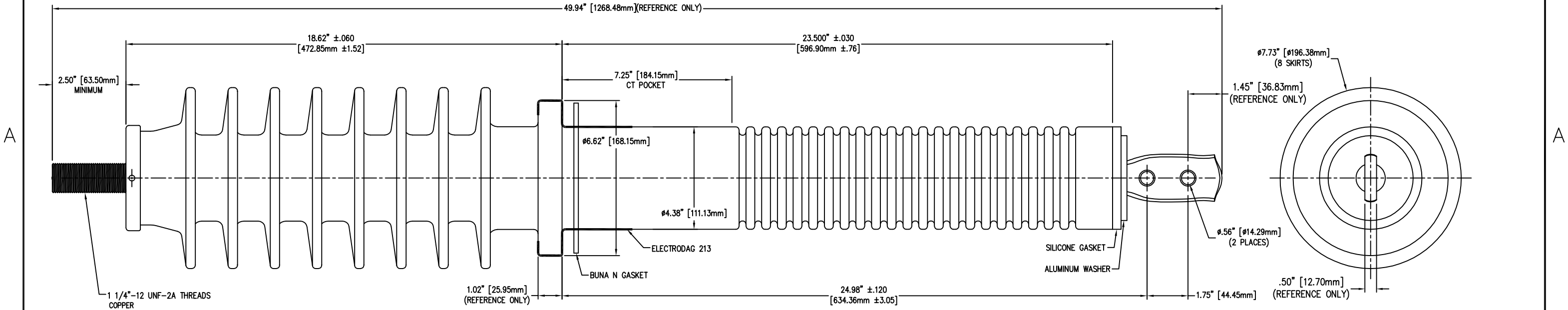
TYPE: BCM
RATIO: 2000:5
CURVE No. EGR-1TB-J1202-00
FREQUENCY: 60HZ



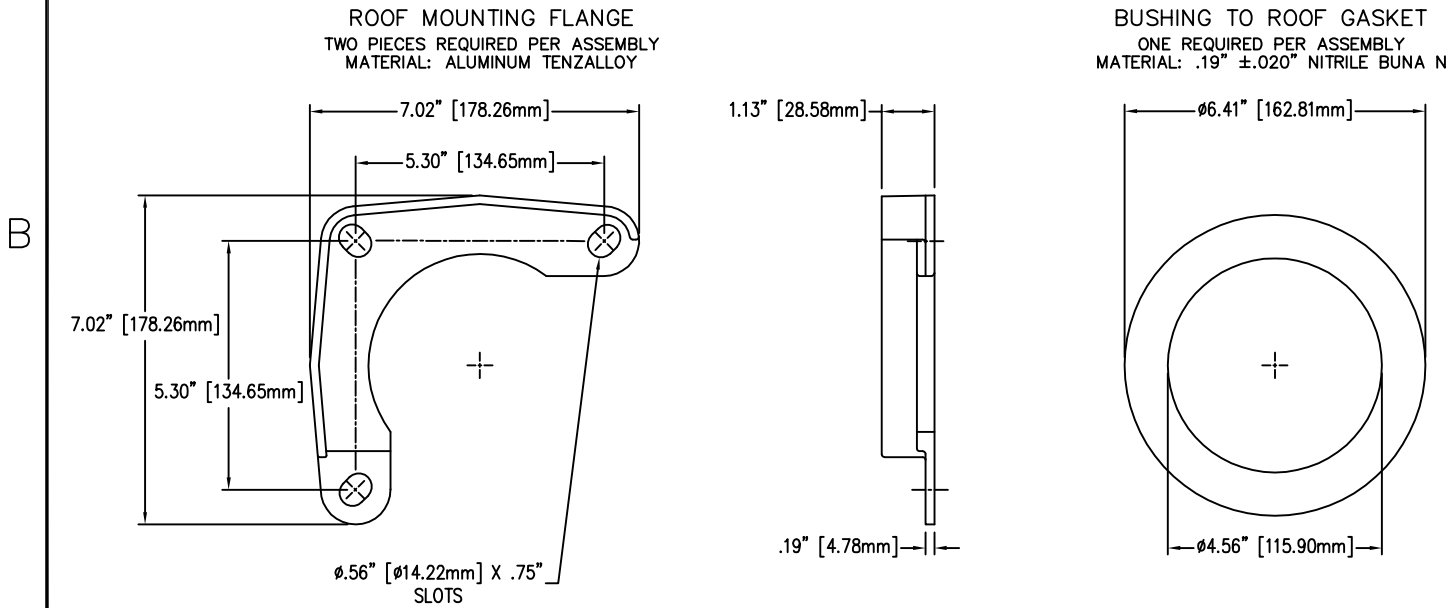
STANDARD DRAWING
DO NOT DESTROY, CHANGE OR
ADD MARK NO'S W/O APPROVAL
OF DESIGN ENGINEERING.

USED ON: SDV MFG. PROJ. VARIOUS CAD GENERATED, DO NOT CHANGE MANUALLY.

01 11/29/08 REVISED "USED ON" REFERENCE TO SDV. WAS SDV6.		02 10/07/2013 REVISED SECONDARY EXCITATION CHARACTERISTICS.		03 11-08-2018 DKD		SIEMENS Siemens Industry Inc. Raleigh, NC	
1-PLACE DECIMAL ± 2-PLACE DECIMAL ± 3-PLACE DECIMAL ±		ANGULAR		SIMILAR TO		DR <u>DLC</u> CH <u>CH</u> APP <u>DC</u>	
MATERIAL		PART NUMBER		18761292433			
WEIGHT (LBS)	PART NAME			SCALE	CHARACTERISTICS	SHEET NO.	
	ACCURACY CURVES, 2000:5, MR BCT, C400			NTS		01-F	



- NOTES:
- 1. BUSHING MATERIAL IS WET PROCESS ELECTRICAL PORCELAIN
 - 2. GRAY GLAZE ANSI 70 SKY GREY - MUNSELL 5BG 7.0/0.4
 - 4. 60HZ WITHSTAND: 80KV DRY
75KV WET
 - 5. CREEPAGE: > 41.05" TOP
> 24.54" BOTTOM
 - 6. STRIKE: 15.60"
 - 7. TOP AND BOTTOM TERMINALS ARE TIN PLATED
 - 8. BIL: 200kV
 - 9. CANTILEVER STRENGTH: TESTED: 1000 NEWTONS



STANDARD DRAWING

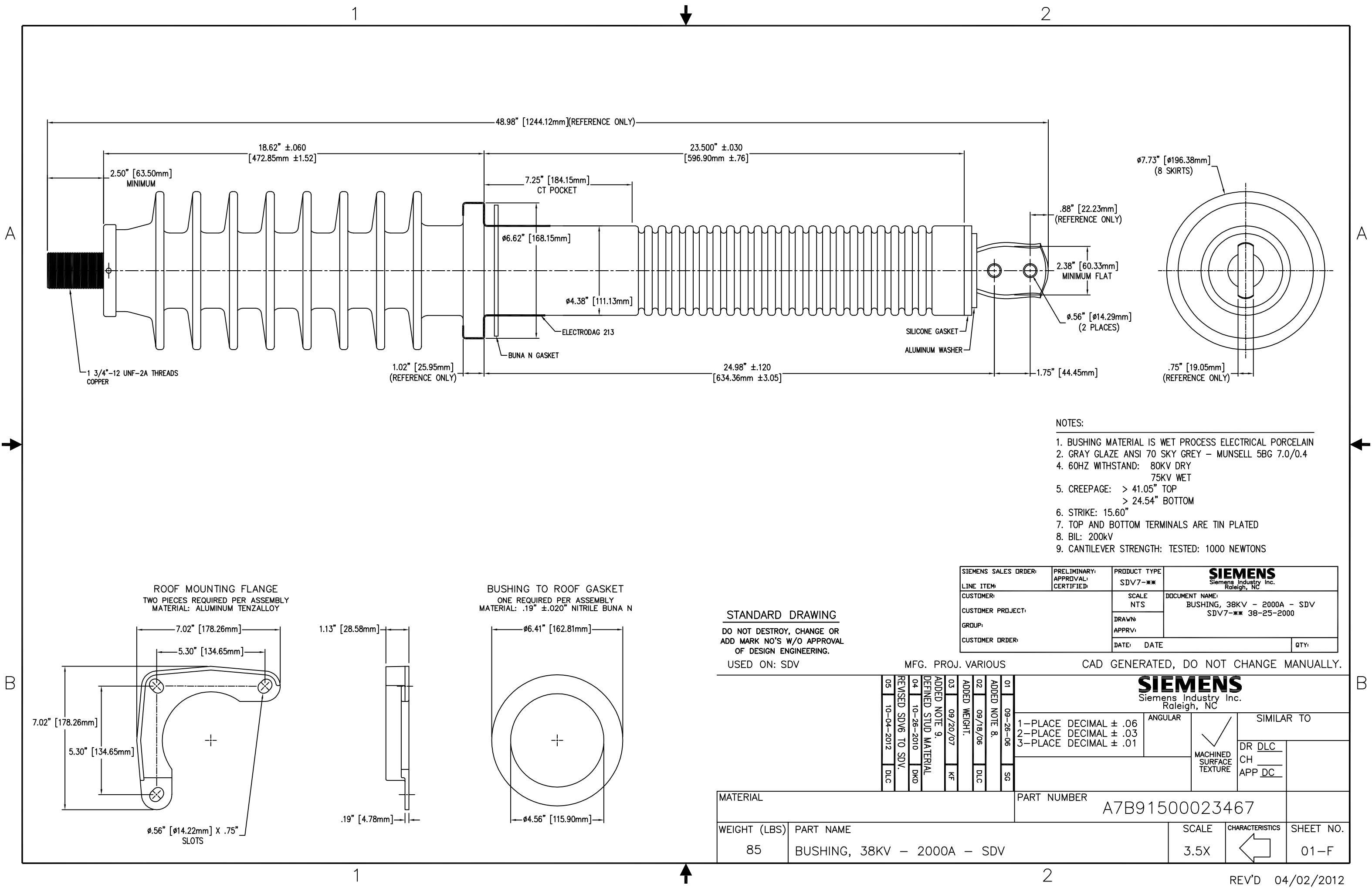
DO NOT DESTROY, CHANGE OR
ADD MARK NO'S W/O APPROVAL
OF DESIGN ENGINEERING.
USED ON: SDV

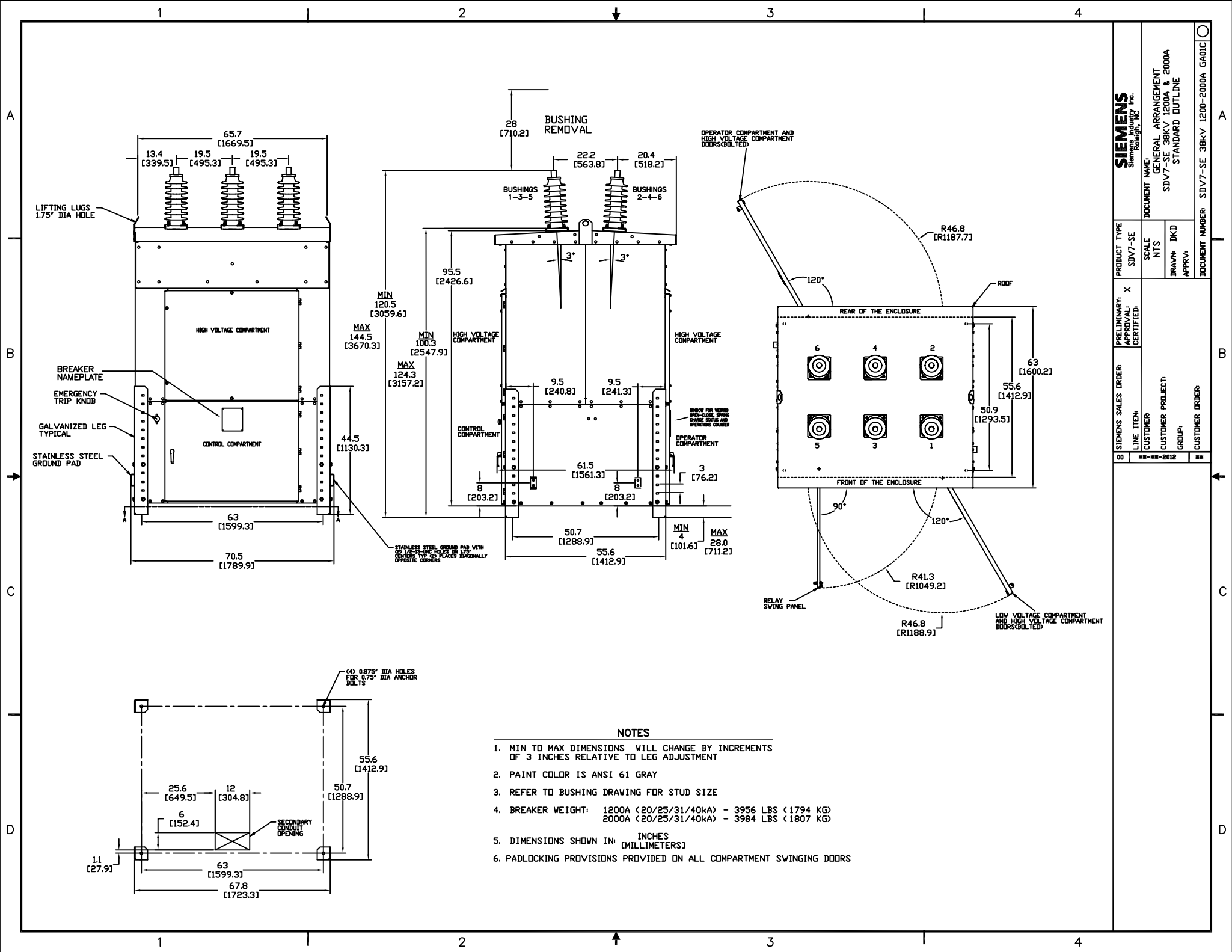
MFG. PROJ. VARIOUS CAD GENERATED, DO NOT CHANGE MANUALLY.

SIEMENS SALES ORDER:	PRELIMINARY: APPROVAL: CERTIFIED:	PRODUCT TYPE SDV7-***	SIEMENS Siemens Industry Inc. Raleigh, NC	
LINE ITEM:	CUSTOMER:	SCALE NTS	DOCUMENT NAME: BUSHING, 38KV - 1200A - SDV SDV7-*** 38-25-1200	
CUSTOMER PROJECT:		DRAWN: APPRV:		
GROUP:		DATE:	DATE	QTY:
CUSTOMER ORDER:				

01 WEIGHT ADDED: 09-26-06 SG		02 09-20-07 KF		03 10-26-2010 DKD		04 10-04-2012 DLC		SIEMENS Siemens Industry Inc. Raleigh, NC	
ADDED NOTE 9. DEFINED STUD MATERIAL		REVISED SDV6 TO SDV.						1-PLACE DECIMAL ± .06 2-PLACE DECIMAL ± .03 3-PLACE DECIMAL ± .01	
								ANGULAR	
								MACHINED SURFACE TEXTURE	
								SIMILAR TO	
								DR DLC CH APP DC	

MATERIAL		PART NUMBER			
		A7B91500023479			
WEIGHT (LBS)	PART NAME	SCALE	CHARACTERISTICS	SHEET NO.	
66	BUSHING, 38KV - 1200A - SDV	3.5X		01-F	





SIEMENS
Siemens Industry Inc.
Raleigh, NC

PRODUCT TYPE
SDV7-SE

PRELIMINARY:
APPROVAL
CERTIFIED

SIEMENS SALES ORDER:
LINE ITEM:
CUSTOMER:
CUSTOMER PROJECT:
GROUP:

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MM-11-2012

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NOTES

1. MIN TO MAX DIMENSIONS WILL CHANGE BY INCREMENTS OF 3 INCHES RELATIVE TO LEG ADJUSTMENT
2. PAINT COLOR IS ANSI 61 GRAY
3. REFER TO BUSHING DRAWING FOR STUD SIZE
4. BREAKER WEIGHT: 1200A (20/25/31/40kA) - 3956 LBS (1794 KG)
2000A (20/25/31/40kA) - 3984 LBS (1807 KG)
5. DIMENSIONS SHOWN IN: INCHES
[MILLIMETERS]
6. PADLOCKING PROVISIONS PROVIDED ON ALL COMPARTMENT SWINGING DOORS

January 01, 2021

Prices effective January 01, 2021 and subject to the following terms: (a) change without notice; (b) the terms and conditions set forth herein.

Field Service Rates

Page 1 of 2

Siemens Industry, Inc. (Siemens), maintains a highly-skilled staff of competent, trained engineers, technicians and specialists for the purpose of furnishing (1) Installation Services, (2) Advisory Services (3) Maintenance Services, and (4) Management Services related to mechanical and electrical equipment and systems at customer facilities.

Installation Services include those related to new apparatus such as project service, technical assistance during installation and start-up, and the initial testing of equipment or systems.

Advisory Services are those involving engineering studies, tests and evaluations including system or equipment modification and special customer training programs.

Maintenance/Retrofit Services are continuing engineering services or apparatus repair and retrofit to maintain equipment or system integrity.

On Demand Requests-Emergency and Non-Emergency – is defined as any work where less than five business days advance notice is provided before we are expected to be on-site. For Non-Emergency On Demand Requests invoicing will include a minimum of 16 Hours of Project Manager time.

International Work – All work beyond the Domestic 48 States- Expenses to include Business Flights, Visas, Taxes, any expenses not normally associated with Domestic Work. Work will be strictly Technical Field Assistance, all hands-on work to be performed by others. Any lost equipment will be replaced at customer cost. Time will be invoiced from home until back at home. Saturdays and Sundays will be considered Standby Time.

Description of Classifications of

Services:

The following general guidelines are used to determine the rate applied to work performed. Siemens has final decision on the skill set required and the labor rate to be invoiced.

1. **Field Service Engineer I:**
Services include, but are not limited to, installation support, startup assistance, and preventive maintenance of electrical equipment up to 69kV.
2. **Field Service Engineer II:** Services include, but not limited to, commissioning, troubleshooting, installation checkout, protection and controls testing, switchgear retrofit and repair, and technical field assistance of electrical equipment up to 69kV.
3. **Field Service Engineer III:**
Services for complex electrical systems such as Gas-Insulated Switchgear, power system studies, IoT systems, eMobility, Power Control & Communications Systems, Low and Medium voltage drives, Automation Engineering and Engineered & Designed Solutions.
4. **Project Manager:**
Services include management of schedule, resources and sub-contractors as applicable for successful project completion. Project Manager/On-Site Manager is also responsible for providing schedules and work plans as required. Includes on-site non-working supervisor. Services include management of schedule, resources and site execution.

General Commercial Conditions:

Invoicing

Unless otherwise specified in its proposal, Siemens Industry, Inc. shall have the right to invoice the customer for all material delivered and work performed under this order at such times that it considers appropriate.

Terms of Payment

All payments shall be net thirty (30) days from date of invoice.

Special Training

All time to complete site-specific training will be billed at the applicable Service Level Hourly Rate indicated in the Classification/Rate Schedule table provided on the following page.

Terms and Conditions of Service

Standard Terms and Conditions of Sales for Siemens, Joint Product and Services Offering can be found at [Terms & Conditions](#) and are incorporated by this reference and made a part of this document.

Standby Time is defined as time, up to 8 hours per day, during which Siemens personnel, during the course of their field assignment, is available for work but is not working because of circumstances beyond Siemens' control, including weather conditions. Each hour of standby time shall be invoiced at the applicable rate.

Siemens reserves the right to waive or modify any rates or charges at their discretion upon previous notice to the customer before commencing work.

Unrestricted

January 01, 2021

Prices effective January 01, 2021 and
subject to the following terms: (a) change without
notice; (b) the terms and conditions set forth herein.

Field Service Rates

Page 2 of 2

Classification / Rate Schedule

Engineering Service Level	Straight Time Hourly Rate	1.5 Hourly Rate	2.0 Hourly Rate	Minimum Billing Rate
Field Service Engineer I ⁵	\$ 180	\$ 270	\$ 360	\$ 720
Field Service Engineer II ¹	\$ 210	\$ 315	\$ 420	\$ 840
Field Service Engineer III ²	\$ 240	\$ 360	\$ 480	\$ 960
On Demand Call-out	\$ 250	\$ 375	\$ 500	\$ 1,000
Project Manager	\$ 250	\$ 375	\$ 500	\$ 1,000
International	\$ 300	\$ 450	\$ 600	N/A
Per Diem (Local) ³	\$110/day			
Per Diem (Overnight) ⁴	\$260/day			

¹ This classification will be utilized for general Time and Expense Work

² This classification will be utilized for sites requiring extensive specialized requirements with limited Siemens personnel availability, such as mining, nuclear, off-shore or federal sites.

³ Includes meals, ground transportation (i.e. vehicle mileage, tolls, parking, etc.) and incidental expenses (excludes airfare and hotel expenses).

⁴ Includes hotel, meals, ground transportation and incidental expenses (excludes airfare expenses).

⁵ This rate to be utilized only with prior management approval or in conjunction with higher skill sets.

Straight Time is defined as time worked on a regular schedule of 8 hours between 7:00 a.m. and 6:00 p.m., Monday through Friday. Each hour of straight time shall be paid for at the straight time rate.

Premium Time is defined as time worked in excess of or at times other than the regular straight time schedule.

- **Monday thru Friday (except holidays)**
After 8 hours - 1.5 times the straight time rate.
- **Saturdays (except holidays)**
First 12 hours - 1.5 times the straight time rate. After 12 hours until relieved - 2 times the straight time rate.
- **Sundays and Holidays**
2 times the straight time rate.
Holidays are defined as those days observed by Siemens Industry, Inc.

Per Diem Rates

The Per Diem rates include Field Service Representative meals, local ground transportation (vehicle mileage, tolls, parking, etc.), incidental expenses and hotel expenses (if applicable). Does not include any expenses for air travel.

Itemized Travel, Living and Incidental Expenses

Where required in lieu of Per Diem and not included in any of the hourly rates, shall be invoiced at cost plus 20% Markup. This will include any airfare required in addition to Per Diem.

Travel Time is defined as all time spent by the person traveling to the jobsite, and in returning, including travel occurring on Saturdays, Sundays, and holidays. Each hour of travel time shall be invoiced at the applicable rate.

Hourly and Daily Rates do not include travel or living costs. Should the customer require additional documentation such as copies of employee expense reports and/or expense receipts, a written request must be submitted to Siemens Industry, Inc. before commencing work. See Itemized Travel, Living and Incidental Expenses below.

Minimum Billing

Minimum billing for any day that service is performed will be four (4) hours at the applicable rate. The minimum can include off-site activities such travel time, mobilization, demobilization and report generation.

Other Charges

The following charges will be applied in addition to the service rates:

A. Special Tools and Test Equipment

When a particular job requires the furnishing of specialized tools, equipment, or instruments not included in standard Field Service Representative "Truck Stock", a charge will be made equal to either the cost of acquisition plus 20% markup or we will use the Siemens Price List TER21R0 for Test Equipment Rental Charges.

B. Material Furnished by Siemens Industry, Inc.

All Siemens Industry, Inc. material used on the job will be billed at current prices.

C. Third Party Labor and Consumable Materials

On selected jobs where it is practical to utilize third party labor (solely at Siemens discretion) to perform a portion of the work, their services, along with any third-party materials will be invoiced at cost plus 25% markup.

Bidder - GRESCO

BID No 2021-05

BID TITLE - 38KV VACUUM
CIRCUIT BREAKERS



City of Jacksonville Beach
Property and Procurement Division
1460A Shetter Ave., Jacksonville Beach, FL 32250
Tel: 904-247-6229

Receipt for RFP/Bid/RFQ

Circle one

RFP / Bid / RFQ number: BID 2021-05 38KV
DC Circuit Breaker

Initials of receiver: DC

Respondent: Gresco

Date/time received:

APR 21 21 9:32 AM



City of Jacksonville Beach • 11 North Third Street • Jacksonville Beach FL 32250

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Dennis W. Barron, Jr., Director of Public Works
DATE:	June 18, 2021
SUBJECT:	Bid No: 2021-03 to DB Civil Construction, LLC
	Lift Station Nos. 7 and 20 - Water, Sewer and Stormwater Improvements

BACKGROUND

This project involves installation of a new sewage Lift Station No. 7, and abandonment of existing Lift Station Nos. 7 and 20. The new Lift Station No. 7 will include new gravity sewer mains, force main, water mains, storm sewer mains, curb and gutter, driveways, asphalt pavement and a directionally drilled water main under A1A at 18th Ave. N. (map attached).

Bid No. 2021-03 was publicly advertised; three bids were received. The total base bids from the contractors ranged from \$3,590,405 to \$5,048,226. The City's design engineering firm, Jones Edmunds, evaluated the bids for conformance with the criteria set forth in the bid documents and recommended award of the Bid to the lowest, qualified bidder, DB Civil Construction, LLC. The certified bid tabulation, Engineer's Recommendation for Award letter and Contract Administration, and Resident Observation Services Proposal are attached.

FINANCIAL IMPACT

The original budget amount for construction of this project was \$2,200,000 in the FY2017 CIP. This cost did not include construction administration services, resident observation services, nor contingencies. Due to delays based on additional design improvements, current industry-wide construction and materials cost escalations, the COVID-19 pandemic, and labor issues the project cost is significantly higher than previous estimates. Funding is available in the Water and Sewer Fund operating reserve. The funds will be spent from the following account and project: 420-07-0710-535-63-563000 / VREH07, and the budget will be amended as part of the year-end budget adjustment.



City of Jacksonville Beach • 11 North Third Street • Jacksonville Beach FL 32250

Unit Price Bid No: 2021-03, LS #7 and 20 Water, Sewer and Stormwater Improvements		
DESCRIPTION	COST	RECOMMENDATION
Unit Price Bid (based on estimated quantities)	\$ 3,590,405	• Award to DB Civil Construction, LLC (the lowest qualified bidder)
15% Contingency*	\$ 538,561	
Construction Total:	\$ 4,128,966	
Construction Administration (CA) and Resident Observation Services	\$ 399,472	• Authorize CA and Resident Observation Services with <i>Jones Edmunds</i> (the project's design firm)
10% Contingency	\$ 39,947	
Construction Total:	\$ 439,419	
GRAND TOTAL:	\$ 4,568,385	

REQUESTED ACTION

- Award/Reject Bid No. 2021-03, Lift Station Nos. 7 and 20, Water, Sewer, and Stormwater Improvements to DB Civil Construction, LLC, and authorize Construction Administration and Resident Observation Services with the project design firm Jones Edmunds.

ATTACHMENTS

- Bid No. 2021-03 Project Location Map
- Bid No. 2021-03 Certified Bid Tabulation
- Jones Edmunds Recommendation of Award Letter dated June 17, 2021
- Jones Edmunds Scope of Services Proposal for Contract Administration and Resident Observation Services dated June 17, 2021



CITY OF JACKSONVILLE BEACH

DEPARTMENT OF PUBLIC WORKS

1460-A Shetter Avenue

Jacksonville Beach, FL 32250

904.247.6219 / publicworks@jaxbchfl.net



Liftstations 7 & 20
WaterMain, Sewer & Stormwater
Improvements
Jacksonville Beach, FL



The data provided on this map are provided
for informational and planning purposes only.
The City is not responsible for misuse of the data.

0 0.05 0.1 0.2 Miles

BID TABULATION
CITY OF JACKSONVILLE BEACH
BID NO. 2021-03 LIFT STATION NOS. 7 AND 20 WATER MAIN, SEWER, AND STORMWATER IMPROVEMENTS
 Jones Edmunds Project No. 09803-034-01
 Bid Date: Wednesday, June 9th at 2:00 PM

LOW BIDDER									
Base Bid				DB Civil Construction, LLC St. Augustine, FL 32086		Petticoat-Schmitt Civil Contractors, Inc. Jacksonville, FL 32216		United Brothers Development Corp. Jacksonville, FL 32256	
Item #	Description	QTY	Unit	Unit Price	Extended Price	Unit price	Extended Price	Unit Price	Extended Price
1	Demolish Existing Lift Station No. 7	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 75,000.00	\$ 75,000.00	\$ 57,172.00	\$ 57,172.00
2	Demolish Existing Lift Station No. 20	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 40,000.00	\$ 40,000.00	\$ 27,070.00	\$ 27,070.00
3	Construct New Lift Station No. 7								
	a. WETWELL	1	LS	\$ 140,000.00	\$ 140,000.00	\$ 275,000.00	\$ 275,000.00	\$ 220,410.00	\$ 220,410.00
	b. PUMPS AND CONTROLS	1	LS	\$ 220,000.00	\$ 220,000.00	\$ 250,000.00	\$ 250,000.00	\$ 175,000.00	\$ 175,000.00
	c. PIPING, VALVES AND APPURTANCES	1	LS	\$ 95,000.00	\$ 95,000.00	\$ 145,000.00	\$ 145,000.00	\$ 75,000.00	\$ 75,000.00
	d. GENERATOR	1	LS	\$ 140,000.00	\$ 140,000.00	\$ 90,000.00	\$ 90,000.00	\$ 115,000.00	\$ 115,000.00
	e. SITE IMPROVEMENTS	1	LS	\$ 90,000.00	\$ 90,000.00	\$ 100,000.00	\$ 100,000.00	\$ 70,000.00	\$ 70,000.00
4	Furnish and Install C-900 DR 18 PVC Water Main								
	a. 4-Inch	20	LF	\$ 50.00	\$ 1,000.00	\$ 100.00	\$ 2,000.00	\$ 64.00	\$ 1,280.00
	b. 6-Inch	700	LF	\$ 50.00	\$ 35,000.00	\$ 100.00	\$ 70,000.00	\$ 73.00	\$ 51,100.00
	c. 8-Inch	1840	LF	\$ 60.00	\$ 110,400.00	\$ 160.00	\$ 294,400.00	\$ 79.00	\$ 145,360.00
	d. 12-Inch	20	LF	\$ 140.00	\$ 2,800.00	\$ 175.00	\$ 3,500.00	\$ 155.00	\$ 3,100.00
5	Furnish and Install C-900 DR 18 PVC Force Main								
	a. 8-Inch	1,640	LF	\$ 55.00	\$ 90,200.00	\$ 160.00	\$ 262,400.00	\$ 77.85	\$ 127,674.00
6	Furnish and Install 2-Inch PVC Water Main	20	LF	\$ 90.00	\$ 1,800.00	\$ 100.00	\$ 2,000.00	\$ 35.00	\$ 700.00
7	Connect New Water Mains to Existing Water Mains								
	a. 2-Inch	1	EA	\$ 900.00	\$ 900.00	\$ 3,250.00	\$ 3,250.00	\$ 3,500.00	\$ 3,500.00
	b. 6-Inch	5	EA	\$ 1,900.00	\$ 9,500.00	\$ 5,500.00	\$ 27,500.00	\$ 5,750.00	\$ 28,750.00
	c. 8-Inch	2	EA	\$ 2,000.00	\$ 4,000.00	\$ 7,500.00	\$ 15,000.00	\$ 6,765.00	\$ 13,530.00
8	Construct Water Service Transfer Connections								
	a. 1-Inch Short-Side Services	30	EA	\$ 900.00	\$ 27,000.00	\$ 2,000.00	\$ 60,000.00	\$ 4,445.00	\$ 133,350.00
	b. 1-Inch Long-Side Services	7	EA	\$ 1,400.00	\$ 9,800.00	\$ 2,000.00	\$ 14,000.00	\$ 4,890.00	\$ 34,230.00
9	Furnish and Install Water Gate Valve/Corporation Stop with Valve Box and Cover								
	a. 2-Inch Corporation Stop	1	EA	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 1,500.00	\$ 1,500.00
	b. 4-Inch Gate Valve	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 1,100.00	\$ 1,100.00	\$ 2,506.00	\$ 2,506.00
	c. 6-Inch Gate Valve	5	EA	\$ 1,300.00	\$ 6,500.00	\$ 1,800.00	\$ 9,000.00	\$ 2,787.00	\$ 13,935.00
	d. 8-Inch Gate Valve	7	EA	\$ 1,600.00	\$ 11,200.00	\$ 3,500.00	\$ 24,500.00	\$ 3,637.00	\$ 25,459.00

BID TABULATION
CITY OF JACKSONVILLE BEACH
BID NO. 2021-03 LIFT STATION NOS. 7 AND 20 WATER MAIN, SEWER, AND STORMWATER IMPROVEMENTS
 Jones Edmunds Project No. 09803-034-01
 Bid Date: Wednesday, June 9th at 2:00 PM

LOW BIDDER

				DB Civil Construction, LLC St. Augustine, FL 32086		Petticoat-Schmitt Civil Contractors, Inc. Jacksonville, FL 32216		United Brothers Development Corp. Jacksonville, FL 32256	
10	Furnish and Install Sewage 8-Inch Plug Valve with Valve Box and Cover	1	EA	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00	\$ 3,750.00	\$ 3,750.00
11	Furnish and Install 1-Inch Temporary Sample Taps	10	EA	\$ 800.00	\$ 8,000.00	\$ 600.00	\$ 6,000.00	\$ 915.00	\$ 9,150.00
12	Furnish and Install Stainless Steel Tapping Sleeve and Valve with Box and Cover								
	a. 12-Inch x 8-Inch	1	EA	\$ 7,000.00	\$ 7,000.00	\$ 15,000.00	\$ 15,000.00	\$ 11,502.00	\$ 11,502.00
	b. 12-Inch x 12-Inch	2	EA	\$ 10,000.00	\$ 20,000.00	\$ 25,000.00	\$ 50,000.00	\$ 16,396.00	\$ 32,792.00
13	Furnish and Install Ductile Iron Pipe Fittings (water/sewer) with Restrained Joints								
	a. 2-Inch MJ Plug/Cap (CL)	2	EA	\$ 100.00	\$ 200.00	\$ 1,600.00	\$ 3,200.00	\$ 200.00	\$ 400.00
	b. 4-Inch Plug with 2-Inch Tap (CL)	1	EA	\$ 300.00	\$ 300.00	\$ 110.00	\$ 110.00	\$ 285.00	\$ 285.00
	c. 6-Inch MJ Plug/Cap (CL)	3	EA	\$ 350.00	\$ 1,050.00	\$ 250.00	\$ 750.00	\$ 360.00	\$ 1,080.00
	d. 6-Inch Plug with 2-Inch Tap (CL)	1	EA	\$ 400.00	\$ 400.00	\$ 300.00	\$ 300.00	\$ 365.00	\$ 365.00
	e. 8-Inch Plug (CL)	2	EA	\$ 400.00	\$ 800.00	\$ 250.00	\$ 500.00	\$ 398.00	\$ 796.00
	f. 6-Inch 45 Bend (CL)	8	EA	\$ 600.00	\$ 4,800.00	\$ 400.00	\$ 3,200.00	\$ 492.00	\$ 3,936.00
	g. 8-Inch 45 Bend (CL)	5	EA	\$ 800.00	\$ 4,000.00	\$ 500.00	\$ 2,500.00	\$ 648.00	\$ 3,240.00
	h. 8-Inch 45 Bend (EL)	27	EA	\$ 800.00	\$ 21,600.00	\$ 900.00	\$ 24,300.00	\$ 1,085.00	\$ 29,295.00
	i. 8-Inch 90 Bend (EL)	1	EA	\$ 800.00	\$ 800.00	\$ 1,000.00	\$ 1,000.00	\$ 1,144.00	\$ 1,144.00
	j. 8-Inch 22 1/2 Bend (CL)	2	EA	\$ 800.00	\$ 1,600.00	\$ 500.00	\$ 1,000.00	\$ 648.00	\$ 1,296.00
	k. 8-Inch x 8-Inch Tee (CL)	1	EA	\$ 1,100.00	\$ 1,100.00	\$ 800.00	\$ 800.00	\$ 1,202.00	\$ 1,202.00
	l. 8-Inch x 6-Inch Tee (CL)	10	EA	\$ 1,000.00	\$ 10,000.00	\$ 600.00	\$ 6,000.00	\$ 795.00	\$ 7,950.00
	m. 8-Inch x 4-Inch Tee (CL)	1	EA	\$ 900.00	\$ 900.00	\$ 450.00	\$ 450.00	\$ 775.00	\$ 775.00
	n. 8-Inch x 6-Inch Reducer (CL)	1	EA	\$ 600.00	\$ 600.00	\$ 500.00	\$ 500.00	\$ 525.00	\$ 525.00
	o. 2-Inch Saddle (CL)	2	EA	\$ 100.00	\$ 200.00	\$ 900.00	\$ 1,800.00	\$ 550.00	\$ 1,100.00
	p. 8-Inch x 1-1/2-Inch Saddle (CL)	1	EA	\$ 300.00	\$ 300.00	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00
	q. 8-Inch x 8-Inch Cross (CL)	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
	r. 10-Inch Plug (CL)	1	EA	\$ 550.00	\$ 550.00	\$ 350.00	\$ 350.00	\$ 646.00	\$ 646.00
	s. 12-Inch Plug (CL)	4	EA	\$ 600.00	\$ 2,400.00	\$ 1,350.00	\$ 5,400.00	\$ 660.00	\$ 2,640.00
	t. 12-Inch 90 MJ Bend (CL)	2	EA	\$ 1,400.00	\$ 2,800.00	\$ 1,200.00	\$ 2,400.00	\$ 1,350.00	\$ 2,700.00
	u. 6-Inch Long Sleeve (CL)	1	EA	\$ 1,200.00	\$ 1,200.00	\$ 3,500.00	\$ 3,500.00	\$ 1,200.00	\$ 1,200.00
14	Furnish and Install Fire Hydrant Assembly	6	EA	\$ 5,000.00	\$ 30,000.00	\$ 7,500.00	\$ 45,000.00	\$ 10,608.00	\$ 63,648.00
15	Remove and Dispose Existing Fire Hydrant Assembly	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 700.00	\$ 700.00	\$ 2,311.00	\$ 2,311.00

BID TABULATION
CITY OF JACKSONVILLE BEACH
BID NO. 2021-03 LIFT STATION NOS. 7 AND 20 WATER MAIN, SEWER, AND STORMWATER IMPROVEMENTS
 Jones Edmunds Project No. 09803-034-01
 Bid Date: Wednesday, June 9th at 2:00 PM

				LOW BIDDER					
				DB Civil Construction, LLC St. Augustine, FL 32086		Petticoat-Schmitt Civil Contractors, Inc. Jacksonville, FL 32216		United Brothers Development Corp. Jacksonville, FL 32256	
16	Cut and Plug Existing Pipe								
	a. 2-Inch Water Main	8	EA	\$ 800.00	\$ 4,800.00	\$ 850.00	\$ 6,800.00	\$ 1,482.00	\$ 11,856.00
	b. 6-Inch Water Main	3	EA	\$ 1,500.00	\$ 4,500.00	\$ 1,800.00	\$ 5,400.00	\$ 2,405.00	\$ 7,215.00
	c. 6-Inch Force Main	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 3,400.00	\$ 3,400.00	\$ 2,985.00	\$ 2,985.00
	d. 8-Inch Water Main	3	EA	\$ 1,500.00	\$ 4,500.00	\$ 300.00	\$ 900.00	\$ 3,154.00	\$ 9,462.00
	e. 8-Inch Force Main	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 4,000.00	\$ 4,000.00	\$ 3,815.00	\$ 3,815.00
	f. 10-Inch Gravity Sewer	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 3,745.00	\$ 3,745.00
	g. 12-Inch Water Main	4	EA	\$ 1,600.00	\$ 6,400.00	\$ 5,500.00	\$ 22,000.00	\$ 4,031.00	\$ 16,124.00
	h. 12-Inch Gravity Sewer	3	EA	\$ 2,000.00	\$ 6,000.00	\$ 1,500.00	\$ 4,500.00	\$ 4,688.00	\$ 14,064.00
	j. 15-Inch Storm Sewer	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 4,625.00	\$ 4,625.00
17	Grout Fill of Existing Pipe								
	a. 6-Inch Water Main	130	LF	\$ 20.00	\$ 2,600.00	\$ 30.00	\$ 3,900.00	\$ 15.00	\$ 1,950.00
	b. 6-Inch Force Main	280	LF	\$ 20.00	\$ 5,600.00	\$ 14.00	\$ 3,920.00	\$ 15.50	\$ 4,340.00
	c. 8-Inch Force Main	40	LF	\$ 30.00	\$ 1,200.00	\$ 90.00	\$ 3,600.00	\$ 27.50	\$ 1,100.00
	d. 10-Inch Gravity Sewer	32	LF	\$ 30.00	\$ 960.00	\$ 115.00	\$ 3,680.00	\$ 30.00	\$ 960.00
	e. 12-Inch Water Main	120	LF	\$ 30.00	\$ 3,600.00	\$ 36.00	\$ 4,320.00	\$ 31.00	\$ 3,720.00
	f. 15-Inch Storm Sewer	160	LF	\$ 50.00	\$ 8,000.00	\$ 36.00	\$ 5,760.00	\$ 36.25	\$ 5,800.00
18	Remove Pipe Under Asphalt and within 5-feet of Asphalt								
	a. 6-Inch Water Main	535	LF	\$ 16.00	\$ 8,560.00	\$ 35.00	\$ 18,725.00	\$ 40.50	\$ 21,667.50
	b. 8-Inch Water Main	1,460	LF	\$ 16.00	\$ 23,360.00	\$ 30.00	\$ 43,800.00	\$ 48.50	\$ 70,810.00
	c. 12-Inch Gravity Sewer	395	LF	\$ 30.00	\$ 11,850.00	\$ 100.00	\$ 39,500.00	\$ 55.00	\$ 21,725.00
19	Horizontal Directional Drill 12-inch DR-18 FPVC Water Pipe	350	LF	\$ 190.00	\$ 66,500.00	\$ 160.00	\$ 56,000.00	\$ 155.00	\$ 54,250.00
20	Remove Asphalt Pavement and Base	7600	SY	\$ 14.00	\$ 106,400.00	\$ 3.50	\$ 26,600.00	\$ 6.80	\$ 51,680.00
21	Construct Asphalt Pavement (SP 9.5, 1-Inch Thick) (first layer for dust control and Public Accessibility)	7600	SY	\$ 11.00	\$ 83,600.00	\$ 8.60	\$ 65,360.00	\$ 11.40	\$ 86,640.00
22	Construct Asphalt Pavement (SP 9.5, 1-Inch Thick)-Final layer	7600	SY	\$ 12.00	\$ 91,200.00	\$ 6.85	\$ 52,060.00	\$ 12.00	\$ 91,200.00
23	Construct Crushcrete Base (6")	8400	SY	\$ 24.00	\$ 201,600.00	\$ 14.25	\$ 119,700.00	\$ 25.00	\$ 210,000.00

BID TABULATION
CITY OF JACKSONVILLE BEACH
BID NO. 2021-03 LIFT STATION NOS. 7 AND 20 WATER MAIN, SEWER, AND STORMWATER IMPROVEMENTS
 Jones Edmunds Project No. 09803-034-01
 Bid Date: Wednesday, June 9th at 2:00 PM

LOW BIDDER

				DB Civil Construction, LLC St. Augustine, FL 32086		Petticoat-Schmitt Civil Contractors, Inc. Jacksonville, FL 32216		United Brothers Development Corp. Jacksonville, FL 32256	
24	Construct Sub-Base (12")	9300	SY	\$ 18.00	\$ 167,400.00	\$ 23.25	\$ 216,225.00	\$ 12.00	\$ 111,600.00
25	Remove Concrete Driveway	400	SY	\$ 20.00	\$ 8,000.00	\$ 30.00	\$ 12,000.00	\$ 20.00	\$ 8,000.00
26	Construct Concrete Driveway 6-Inch Thickness (3,000 PSI with Commercial-Grade Fibermesh)	400	SY	\$ 90.00	\$ 36,000.00	\$ 105.00	\$ 42,000.00	\$ 68.66	\$ 27,464.00
27	Mill and Overlay (SP9.5 1.5-Inches Thick)	600	SY	\$ 30.00	\$ 18,000.00	\$ 32.00	\$ 19,200.00	\$ 27.00	\$ 16,200.00
28	Remove Asphalt Driveway	230	SY	\$ 25.00	\$ 5,750.00	\$ 30.00	\$ 6,900.00	\$ 19.00	\$ 4,370.00
29	Construct Asphalt Driveway (Type SP 9.5, 1.5-Inch Thick)	580	SY	\$ 60.00	\$ 34,800.00	\$ 50.00	\$ 29,000.00	\$ 31.00	\$ 17,980.00
30	Remove Gravel Driveway	350	SY	\$ 15.00	\$ 5,250.00	\$ 10.00	\$ 3,500.00	\$ 20.00	\$ 7,000.00
31	Remove Brick Pavers	70	SY	\$ 50.00	\$ 3,500.00	\$ 25.00	\$ 1,750.00	\$ 21.00	\$ 1,470.00
32	Furnish and Install Brick Pavers	70	SY	\$ 180.00	\$ 12,600.00	\$ 150.00	\$ 10,500.00	\$ 70.00	\$ 4,900.00
33	Remove Rock Landscaping	330	SY	\$ 20.00	\$ 6,600.00	\$ 25.00	\$ 8,250.00	\$ 20.00	\$ 6,600.00
34	Remove City Standard Header Curb	165	LF	\$ 20.00	\$ 3,300.00	\$ 30.00	\$ 4,950.00	\$ 14.85	\$ 2,450.25
35	Construct City Standard Header Curb	20	LF	\$ 40.00	\$ 800.00	\$ 65.00	\$ 1,300.00	\$ 28.16	\$ 563.20
36	Remove City Standard Curb and Gutter	270	LF	\$ 20.00	\$ 5,400.00	\$ 25.00	\$ 6,750.00	\$ 14.85	\$ 4,009.50
37	Construct City Standard Curb and Gutter	629	LF	\$ 40.00	\$ 25,160.00	\$ 45.00	\$ 28,305.00	\$ 28.16	\$ 17,712.64
38	Remove Concrete Ribbon Curb	290	LF	\$ 20.00	\$ 5,800.00	\$ 25.00	\$ 7,250.00	\$ 14.85	\$ 4,308.50
39	Construct Concrete Ribbon Curb	1,310	LF	\$ 20.00	\$ 26,200.00	\$ 30.00	\$ 39,300.00	\$ 28.16	\$ 36,889.60

BID TABULATION
CITY OF JACKSONVILLE BEACH
BID NO. 2021-03 LIFT STATION NOS. 7 AND 20 WATER MAIN, SEWER, AND STORMWATER IMPROVEMENTS
 Jones Edmunds Project No. 09803-034-01
 Bid Date: Wednesday, June 9th at 2:00 PM

				LOW BIDDER					
				DB Civil Construction, LLC St. Augustine, FL 32086		Petticoat-Schmitt Civil Contractors, Inc. Jacksonville, FL 32216		United Brothers Development Corp. Jacksonville, FL 32256	
40	Construct Miami Curb and Gutter	1,120	LF	\$ 30.00	\$ 33,600.00	\$ 35.00	\$ 39,200.00	\$ 28.16	\$ 31,539.20
41	Construct Concrete Valley Gutter	645	LF	\$ 80.00	\$ 51,600.00	\$ 55.00	\$ 35,475.00	\$ 43.95	\$ 28,347.75
42	Construct FDOT Type C Ditch Bottom Inlet	7	EA	\$ 5,000.00	\$ 35,000.00	\$ 4,000.00	\$ 28,000.00	\$ 8,650.00	\$ 60,550.00
43	Construct FDOT Type D Ditch Bottom Inlet	4	EA	\$ 7,000.00	\$ 28,000.00	\$ 6,000.00	\$ 24,000.00	\$ 11,009.00	\$ 44,036.00
44	Construct 6" Thick Concrete Apron around Ditch Bottom Inlet	6	EA	\$ 600.00	\$ 3,600.00	\$ 2,000.00	\$ 12,000.00	\$ 2,000.00	\$ 12,000.00
45	Construct Concrete Flume	2	EA	\$ 3,000.00	\$ 6,000.00	\$ 1,800.00	\$ 3,600.00	\$ 3,000.00	\$ 6,000.00
46	Construct FDOT Type J-8 Manhole a. 8- to 10-Foot Depth	1	EA	\$ 10,000.00	\$ 10,000.00	\$ 80,000.00	\$ 80,000.00	\$ 15,685.00	\$ 15,685.00
47	Construct FDOT Conflict Type P Manhole a. 8- to 10-Foot Depth	2	EA	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00	\$ 40,000.00	\$ 17,500.00	\$ 35,000.00
48	Furnish and Install SDR26/PS115 PVC Storm Sewer a. 15-Inch b. 18-Inch c. 24-Inch	420 284 400	LF LF LF	\$ 120.00 \$ 160.00 \$ 250.00	\$ 50,400.00 \$ 45,440.00 \$ 100,000.00	\$ 225.00 \$ 250.00 \$ 280.00	\$ 94,500.00 \$ 71,000.00 \$ 112,000.00	\$ 149.00 \$ 215.00 \$ 332.00	\$ 62,580.00 \$ 61,060.00 \$ 132,800.00
49	Remove Existing Storm Inlets, 15-Inch Pipe, Backfill	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 20,000.00	\$ 20,000.00	\$ 15,775.00	\$ 15,775.00
50	Grade 13 th Avenue Swale West of 4 th Street North	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ 12,000.00	\$ 12,000.00
51	Remove Existing 12-Inch Storm Sewer	142	LF	\$ 50.00	\$ 7,100.00	\$ 25.00	\$ 3,550.00	\$ 54.00	\$ 7,668.00
52	Remove Existing 18-Inch Storm Sewer	142	LF	\$ 50.00	\$ 7,100.00	\$ 35.00	\$ 4,970.00	\$ 59.00	\$ 8,378.00
53	Furnish and Install 2-Inch Sewage Air-Release Valve and Vault Assembly	2	EA	\$ 6,000.00	\$ 12,000.00	\$ 14,000.00	\$ 28,000.00	\$ 17,850.00	\$ 35,700.00
54	Remove Existing 4-Foot-diameter Sanitary Manhole a. 8- to 10-Foot Depth	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,660.00	\$ 2,660.00
	Construct New 4-Foot-Diameter Precast Sanitary Manholes with Ring and Cover								

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CITY OF JACKSONVILLE BEACH
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 Jones Edmunds Project No. 09803-034-01
 Bid Date: Wednesday, June 9th at 2:00 PM

				LOW BIDDER					
				DB Civil Construction, LLC St. Augustine, FL 32086		Petticoat-Schmitt Civil Contractors, Inc. Jacksonville, FL 32216		United Brothers Development Corp. Jacksonville, FL 32256	
55	a. 8- to 10-Foot Depth	2	EA	\$ 12,000.00	\$ 24,000.00	\$ 15,000.00	\$ 30,000.00	\$ 22,595.00	\$ 45,190.00
	b. 10- to 12-Foot Depth	2	EA	\$ 13,000.00	\$ 26,000.00	\$ 17,500.00	\$ 35,000.00	\$ 24,800.00	\$ 49,600.00
	c. 12- to 14-Foot Depth	2	EA	\$ 15,000.00	\$ 30,000.00	\$ 18,000.00	\$ 36,000.00	\$ 30,000.00	\$ 60,000.00
56	Remove Existing 5-foot-Diameter Sanitary Manhole								
	a. 8- to 10-Foot Depth	2	EA	\$ 1,000.00	\$ 2,000.00	\$ 550.00	\$ 1,100.00	\$ 3,600.00	\$ 7,200.00
	b. 12- to 14-Foot Depth	3	EA	\$ 1,000.00	\$ 3,000.00	\$ 700.00	\$ 2,100.00	\$ 4,750.00	\$ 14,250.00
57	Construct New 5-Foot-Diameter-Inside Drop Precast Sanitary Manholes with Ring and Cover								
	a. 6- to 8-Foot Depth	1	EA	\$ 16,000.00	\$ 16,000.00	\$ 22,000.00	\$ 22,000.00	\$ 23,125.00	\$ 23,125.00
	b. 8- to 10-Foot Depth	1	EA	\$ 17,000.00	\$ 17,000.00	\$ 28,000.00	\$ 28,000.00	\$ 29,365.00	\$ 29,365.00
	c. 12- to 14-Foot Depth	3	EA	\$ 18,000.00	\$ 54,000.00	\$ 17,000.00	\$ 51,000.00	\$ 35,400.00	\$ 106,200.00
58	Remove Existing 12-Inch Diameter Gravity Sewer								
	a. 6- to 8-Foot Depth	142	LF	\$ 25.00	\$ 3,550.00	\$ 25.00	\$ 3,550.00	\$ 28.00	\$ 3,976.00
	b. 8- to 10-Foot Depth	368	LF	\$ 30.00	\$ 11,040.00	\$ 18.00	\$ 6,624.00	\$ 31.00	\$ 11,408.00
	c. 12- to 14-Foot Depth	869	LF	\$ 35.00	\$ 30,415.00	\$ 15.00	\$ 13,035.00	\$ 37.00	\$ 32,153.00
59	Construct New 12-Inch Diameter SDR 26 PVC Gravity Sewer								
	a. 4- to 6-Foot Depth	55	LF	\$ 100.00	\$ 5,500.00	\$ 225.00	\$ 12,375.00	\$ 193.00	\$ 10,615.00
	b. 6- to 8-Foot Depth	275	LF	\$ 110.00	\$ 30,250.00	\$ 300.00	\$ 82,500.00	\$ 220.00	\$ 60,500.00
	c. 8- to 10-Foot Depth	368	LF	\$ 115.00	\$ 42,320.00	\$ 185.00	\$ 68,080.00	\$ 277.00	\$ 101,936.00
	d. 12- to 14-Foot Depth	1430	LF	\$ 120.00	\$ 171,600.00	\$ 175.00	\$ 250,250.00	\$ 485.00	\$ 693,550.00
60	Connect New 12-Inch Sewer to Existing Manhole	2	EA	\$ 3,000.00	\$ 6,000.00	\$ 35,000.00	\$ 70,000.00	\$ 12,600.00	\$ 25,200.00
61	Remove and Construct 6-inch PVC SDR 26 Gravity Sewer Main within the right-of-way	250	LF	\$ 70.00	\$ 17,500.00	\$ 135.00	\$ 33,750.00	\$ 220.00	\$ 55,000.00
62	Remove and Construct 8-inch PVC SDR 26 Gravity Sewer Main within the right-of-way	200	LF	\$ 90.00	\$ 18,000.00	\$ 180.00	\$ 36,000.00	\$ 255.00	\$ 51,000.00

BID TABULATION
CITY OF JACKSONVILLE BEACH
BID NO. 2021-03 LIFT STATION NOS. 7 AND 20 WATER MAIN, SEWER, AND STORMWATER IMPROVEMENTS
 Jones Edmunds Project No. 09803-034-01
 Bid Date: Wednesday, June 9th at 2:00 PM

				LOW BIDDER					
				DB Civil Construction, LLC St. Augustine, FL 32086		Petticoat-Schmitt Civil Contractors, Inc. Jacksonville, FL 32216		United Brothers Development Corp. Jacksonville, FL 32256	
63	Remove 6-inch Sanitary Sewer Laterals	10	EA	\$ 600.00	\$ 6,000.00	\$ 50.00	\$ 500.00	\$ 4,385.00	\$ 43,850.00
64	Construct 6-inch Sanitary Sewer Laterals with cleanouts	10	EA	\$ 1,400.00	\$ 14,000.00	\$ 4,500.00	\$ 45,000.00	\$ 5,500.00	\$ 55,000.00
65	Remove 8-inch Sanitary Sewer Laterals	10	EA	\$ 700.00	\$ 7,000.00	\$ 32.00	\$ 320.00	\$ 4,575.00	\$ 45,750.00
66	Construct 8-inch Sanitary Sewer Laterals with cleanouts	10	EA	\$ 1,900.00	\$ 19,000.00	\$ 3,500.00	\$ 35,000.00	\$ 5,998.00	\$ 59,980.00
67	Furnish and Install Sod Replacement (St. Augustine or Bermuda)	2,730	SY	\$ 10.00	\$ 27,300.00	\$ 15.25	\$ 41,632.50	\$ 9.50	\$ 25,935.00
68	Unsuitable Materials Removal and Backfill Fill with A-3 Sand (Contingency)	400	CY	\$ 70.00	\$ 28,000.00	\$ 50.00	\$ 20,000.00	\$ 26.00	\$ 10,400.00
69	Maintenance of Traffic (MOT)	1	LS	\$ 300,000.00	\$ 300,000.00	\$ 555,000.00	\$ 555,000.00	\$ 50,945.00	\$ 50,945.00
70	Asphalt Paving Mobilization								
	a. Initial (day) 1" Asphalt layer	4	EA	\$ 2,500.00	\$ 10,000.00	\$ 5,000.00	\$ 20,000.00	\$ 2,850.00	\$ 11,400.00
	b. Final (day/night) 1" Asphalt layer	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 3,945.00	\$ 3,945.00
71	Pavement Markings	1	LS	\$ 45,000.00	\$ 45,000.00	\$ 25,000.00	\$ 25,000.00	\$ 45,000.00	\$ 45,000.00
72	Payment and Performance Bond (1.5% Max) based on Items 1-69	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 45,000.00	\$ 45,000.00
	SUB-TOTAL (Items 1-72)			\$ -	\$ 3,590,405.00	\$ -	\$ 5,048,226.50	\$ -	\$ 4,831,855.14
	10% Contingency on Items 1-72			\$ -		\$ -		\$ -	
Total Base Bid Amount				\$ 3,590,405.00		\$ 5,048,226.50		\$ 4,831,855.14	

Copy this list from Bid Form "Attachments to Bid" section
 Include notes below as needed for discrepancies.
 Include sign/seal area (see right) if required.

☐ Denotes corrected values

Certification:

Kenneth Acie Fraser, State of Florida, Professional Engineer, License No. 57452
 This item has been digitally signed and sealed by Kenneth Acie Fraser on the date indicated here
 Printed copies of this document are not considered signed and sealed and the signature must be
 verified on any electronic copies

I certify that this Bid Tabulation is accurate and complete.

Kenneth Fraser
 Florida P.E. #
 (Seal)

Kenneth A Fraser

Digitally signed by
 Kenneth A Fraser
 Date: 2021.06.17
 09:00:10 -04'00'

June 17, 2021

Martin Martirone, PE
City Engineer
City of Jacksonville Beach
Department of Public Works
1460A Shetter Avenue
Jacksonville Beach, Florida 32250

RE: City of Jacksonville Beach
Lift Station Nos. 7 and 20, Water Main, Sewer, and Stormwater Improvements
Jacksonville Beach City Bid No. 2021-03
Jones Edmunds Project No.: 09803-034-01
Bid Review and Evaluation of Findings

Dear Mr. Martirone:

This letter summarizes the construction contract bids received for the Lift Station Nos. 7 and 20, Water Main, Sewer, and Stormwater Improvements Project. The City of Jacksonville Beach received bids for the project on June 9, 2021, at 2:00 pm.

Bid Summary

The Invitation to bid was emailed by the City to contractors on May 5, 2021, and Three (3) contractors submitted bids for the project. The bids were evaluated for conformance with the criteria set forth in the bidding documents. The total corrected Base Bids from the Five contractors ranged from \$3,590,405.00 to \$5,048,226.50.

DB Civil Construction, LLC submitted the lowest responsive and complete bid. However, Jones Edmunds found a discrepancy with DB Civil Construction, LLC submitted bid amount which decreased their original amount from \$3,614,705.00 to the corrected amount of \$3,590,405.00.

Bid Checks

We reviewed the submitted bid package provided by DB Civil Construction, LLC and find the bid responsive. All items were acknowledged on the Bid Form and a formal letter stating DB Civil Construction, LLC plans to honor the correct bid amount. A 5% Bid Bond was provided, and the Bid Bond surety is licensed in Florida.

We investigated the contractor's experience, reputation, and performance on past projects and find the contractor capable of performing the work for this project based on the information received.

Martin Martirone, PE
City Engineer
June 15, 2021
Page 2

We conducted a D&B report review on DB Civil Construction, LLC. This report showed the Contractor as moderate-high risk for late payments. *As a suggestion to the City of Jacksonville Beach, Jones Edmunds suggest requesting partial lien releases with each pay application to ensure that suppliers and subcontractors are being paid.*

Recommendation of the Low Bidder

Although the final determination regarding which contractor will be awarded this project will be made by the City, Jones Edmunds believes their bid to be responsive and, based on the findings above, does not take exception to awarding the project to the lowest responsive bidder, DB Civil Construction, LLC. for the corrected bid price of:

Total Base Bid Price \$3,590,405.00

We appreciate the opportunity to continue to provide services to the City of Jacksonville Beach and look forward to the successful construction of this project. If you have any questions, please contact me at your convenience by phone at (904) 744-5401 or by email at KFraser@JonesEdmunds.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Kenneth A. Fraser". The signature is fluid and cursive, with the first name "Kenneth" being more prominent.

Ken Fraser, PE
Senior Engineer
8657 Baypine Road, Suite 300
Jacksonville, Florida 32256-8634

Lift Stations Nos 7 and 20, Water Main, Sewer, and Stormwater Improvements—Professional Services During Construction

TO: Marty Martirone, PE
City Engineer

DATE: June 17, 2021

SUBJECT: City of Jacksonville Beach
Scope of Services for Professional Services During Construction for the Lift Stations Nos 7 and 20, Water Main, Sewer, and Stormwater Improvements Project
Jones Edmunds Opportunity No. 95204-135-21

PROJECT BACKGROUND

The City of Jacksonville Beach is soliciting bids from prospective Contractors for the construction of the Lift Stations Nos 7 and 20, Water Main, Sewer, and Stormwater Improvements project. The major components of the project include:

- Installing a New Lift Station No. 7 with a wet-well, pumps/motors, piping, generator, and supervisory control and data acquisition (SCADA) system.
- Demolishing existing Lift Stations No. 7 and No. 20 and conversion of existing Lift Station No. 7 to a sanitary manhole.
- Installing new water main consisting of 700 linear feet (LF) of 6-inch polyvinyl chloride (PVC) water main, 1,700 LF of 8-inch PVC water main, water services replacement, valves, fittings, fire hydrants and installation of 350 LF of 12-inch fusible PVC water main via horizontal directional drill.
- Installing new sewer infrastructure consisting of 1,700 LF of 8-inch PVC force main, 2,900 LF of 12-inch gravity sewer, and sanitary manholes.
- Installing new Stormwater infrastructure consisting of 1,100 LF of PVC storm sewer and storm inlets.
- Reconstructing approximately 7,600 square yards (SY) of roadway.

This Scope of Services is for Jones Edmunds to provide the City of Jacksonville Beach Professional Services During Construction (PSDC) for the project. The PSDC include Construction Contract Administration, full-time Resident Observation, and Construction Project Closeout Services.

SCOPE OF SERVICES

TASK 1 – CONSTRUCTION CONTRACT ADMINISTRATION

Construction Contract Administration services are based on a 12-month construction schedule to Final Completion. Jones Edmunds will provide the following Construction Contract Administration services:

- Submittals: Jones Edmunds will receive, log, review, and issue comments on project construction submittals. Project submittals will include administrative submittals (i.e., construction schedules and work plans), shop drawings and product data for the materials to be incorporated into the project, warranties, samples, and operations and maintenance manuals. Submittals will be immediately returned to the Contractor if all deviations are not listed as requested on the project forms. Submittals shall also be submitted to the City for review. The City and RO shall receive copies of all approved submittals.
- Requests for Additional Information (RFI): Jones Edmunds will review and respond to justified RFIs submitted by the Contractor. RFIs are submitted by the Contractor when questions about the construction documents arise that need clarification from the Engineer. RFI's shall also be submitted to the City for review. The City and RO shall receive copies of all approved RFI's.
- Change Orders: Jones Edmunds will notify the City immediately when an issue arises that may affect the cost of the project.
- Construction Field Orders (CFO): Jones Edmunds will prepare CFOs. CFOs are used for minor adjustments to the contract documents that can be completed in the field and have no effect on the project costs. CFO's shall also be submitted to the City for review. The City and RO shall receive copies of all approved CFO's.
- Proposed Contract Modifications (PCM): Jones Edmunds will review PCMs for conformance with the Contract Documents and process the PCMs as requested by the City. PCMs may be submitted by the Contractor when deviations to the contract drawings or specifications occur that they believe affect the cost of the project. PCM's shall also be submitted to the City for review. The City and RO shall receive copies of all approved PCM's.
- Notices of Non-Compliance: Jones Edmunds will assist with Notices of Non-Compliance as requested by the City. Jones Edmunds will prepare, log, and issue the Notices of Non-Compliance. Notices of Non-Compliance shall also be submitted to the City for review. The City and RO shall receive copies of all approved Notices of Non-Compliance.
- Meetings:
 - Jones Edmunds will conduct a pre-construction conference at a location selected by the City. At the pre-construction conference the fully executed conformed contract documents will be distributed and the Notice to Proceed date will be agreed upon by all stakeholders on the project.

- The City representatives, Contractor and all utility owners will be invited to the preconstruction conference.
 - Jones Edmunds will provide the City four sets of conformed documents along with the electronic files to provide the contractor.
- Jones Edmunds will hold monthly Progress Meeting, if required during the course of the project. The progress meetings are to review the construction progress up to that point, review the monthly pay application, and discuss any issues that have occurred on the project. Meeting minutes will be prepared by the Engineer.
- Pay Applications: Jones Edmunds will process Pay Applications. We will receive the Pay Applications from the Contractor, log and review them with the Resident Observer (RO) and the City's representative and make payment recommendations to the City.

TASK 2 – RESIDENT OBSERVATION (RO SUB-CONSULTANT)

Jones Edmunds will provide full -time Construction Resident Observation (RO) services over the contract time to observe construction progress. The full-time RO will:

- Review progress and installation for conformance with the Contract Documents.
 - Communicate with residents and local business owners and schools.
 - Provide written notices related to water outages, driveway access, and road closures to affected residences, businesses, and schools. Post this information on the City's website.
 - Address residences, businesses, and School Board claims.
- Take daily photographs.
- Create Daily Observation Reports.
- Take and record temperatures of asphalt prior to installation.
- Obtain and keep copies of all asphalt, concrete and A-3 sand tickets.
- Coordinate and keep copies of all density tests results.
- Coordinate pressure tests and BacT samples with City staff
- Monitor and track Stormwater Pollution Prevention Plan rainfall events greater than 1/2 inch per day by contractor.
- Monitor and track erosion control measures by Contractor.
- Review Pay Applications for concurrence with construction work progress.
- Track and monitor construction issues.
- Check that materials delivered to the site are consistent with submitted materials. Keep track of stored materials.
- Maintain field files.
- Participate in completion reviews and punch-list walkthroughs.
- Coordinate with the Construction Administrator (CA) throughout the project regarding project documentation and any installation issues.
- Normal Workday hours are from 8 am to 5 pm at the worksite with one hour for lunch.
- No payment for travel time and cost to the jobsite, mileage is included.

Jones Edmunds assumes that the RO will work up to 45 hours per week for the 12-month construction time. The total number of hours included for the RO is 2080 regular time hours and 260 overtime hours. Payment will be based on the actual number of hours worked

TASK 3 – GIS WEBSITE/STORY MAP

Jones Edmunds will provide the following public outreach support in the form of developing one ArcGIS Online story map in the City's ArcGIS Online environment. This will include the following items:

- Meet with City to present story map design and layout options for approval.
- Set up Story Map on City's ArcGIS Online Site using data hosted in the City's ArcGIS Online site.
- Provide overall Project Description & schedule (pdf format).
- City GIS will work with Jones Edmunds and Contractor to generate work-specific flyers.
- Embed pdf of hardcopy flyer(s) of Overall Project Description.
- Website/story map to be updated monthly for a duration of twelve months with updates to:
 - Contractors schedule in PDF format
 - Detours/closed roads in the form of lines showing closures and detours
 - Scheduled water outages in the form of polygons showing approximate impacted area
 - Scheduled driveway impacts in the form of polygons showing approximate impacted area
- Contact information for City, Contractor, Jones Edmunds, On-site Resident Observer (daily work) and others.
- Jones Edmunds to train City staff on story map maintenance best practices.
- City to have access to perform updates (Joey Civello).

TASK 4 – PROJECT CLOSEOUT

The Project Closeout phase includes substantial completion walkthroughs; startup of the lift station; review of Record Drawings; and submittal of construction completion documentation to the regulatory agencies.

- Jones Edmunds will provide Substantial Completion site reviews and provide a punch list to the City and the Contractor.
- Jones Edmunds will conduct one Final Completion site review to confirm that the Contractor has completed the punch-list items. Any additional visits to verify that the outstanding punch list items are completed may be provided by Jones Edmunds or may be performed by the City at their discretion.
- We will observe the Performance Acceptance Testing of the new lift station and work with the Contractor to verify that components are functioning properly before turning the collection/transmission system over to the City. David Lassetter needs to be present and witness the final startup test.
- The Contractor will prepare the Record Drawings for the project and Jones Edmunds will review the drawings and provide comments. Deficient as-built drawings will be returned to the Contractor for correction. The final record drawings will be digitally marked with

the record drawing stamp that states who the Contractor and Engineer of Record are for the project.

- Jones Edmunds will Prepare and submit the FDEP approval forms to place the new wastewater and water systems into operation along with the Contractor-provided as-built drawings.
- Jones Edmunds will Prepare and submit the FDOT required certifications and related documents. Verify that Contractor required certifications were also submitted to the required regulatory agencies.
- Jones Edmunds will Prepare and submit the SJRWMD required certifications and related documents.

SCHEDULE

The schedule will be determinant on the date of the awarded construction contract and the issuance of a Notice to Proceed (NTP) from the City to the selected contractor. The project is expected to be completed within 12 months of the City's issuance of the NTP to the Contractor.

COMPENSATION

Jones Edmunds proposes to complete the primary design services under the terms and conditions of RFQ 07-1516 and Contract Agreement dated October 1, 2016, for a time-and-materials not-to-exceed fee of \$399,472.00. The table below summarizes the fee by Task. The enclosed estimated project Cost Estimate provides a detailed breakdown by Task.

Task	Cost
Task 1 – Construction Contract Administration	\$108,041
Task 2 – Resident Observation (RO Sub-Consultant)	\$259,485
Task 3 – GIS Website/Story Map	\$10,026
Task 4 – Project Closeout	\$21,920
Total	\$399,472

ASSUMPTIONS AND EXCLUSIONS

1. The quantities and labor hours listed in this Proposal and Fee Estimate are intended as documentation and justification for the total cost of the project. Deviations or changes in the quantities and labor hours shall not be reason for non-payment if the total fee budget has not been exceeded and approved by the City.
2. Surveying, geotechnical, and materials testing costs are not included.
3. All permits required during construction will be the responsibility of the Contractor.
4. The costs included herein are for a 12-month construction contract time to final completion. If the Contractor is granted additional time to complete the project, a request will be made to the City for additional fee to continue providing the PSDC

covered under this contract for the extended time period, if required and approved by the City.

5. NPDES permitting for construction activities is the Contractor's responsibility and is excluded.
6. Updates to the GIS Story Map in Task 3 are expected to be performed on a monthly basis for a duration of 12-months, consistent with the duration of the construction contract. Increasing the frequency of story map updates will require assistance from City staff.
7. City will purchase necessary hardware and software to support Task 3, and will make it available to Jones Edmunds. This includes a publisher credential to the City's ArcGIS Online environment and sufficient credits to support the required data hosting.
8. Jones Edmunds is not responsible for any downtime or loss of data.

We appreciate this opportunity to serve the City of Jacksonville Beach and look forward to working with you to complete this project successfully. If you have any questions or comments regarding any aspect of our proposal, please feel free to contact us.

Sincerely,



Ken Fraser, PE
Senior Engineer
8657 Baypine Road, Ste. 300
Jacksonville, Florida 32256



Brian Icerman, PE, ENV SP
Managing Director/Vice President

Y:\09803-Jacksonville Beach\Opportunities\2021\95204-135-21 LS 7 and LS 20 PSDC\2021.06.17_ScopeFee-LS 7 20 PSDC.docx

Enclosure: Fee Estimate



Project Name: PSDC-LS 7 & 20, sewer, water, stormwater improvements
 Client: City of Jacksonville Beach
 Opportunity Number: 95204-135-21
 Project Number:

Project Fee Estimate

Jax Beach RFQ 07-1516 rates

Staffing Plan					
Sr. Project Manager	EOR/Sr. Engineer	GIS senior Project manager	GIS Analyst	Construction Administrator	Const Proj Coordinator
T. Hays	K. Fraser	T. Blush	J. Reynolds	T. LeBlanc	J. Morrison
Billing Rate					
\$223.00	\$233.00	\$223.00	\$133.00	\$100.00	\$93.00

Task No.	Task Description	Hours						Labor Hours	Direct Labor Effort (Rates)	Expenses (ODC's) Effort	Total Fee
1	Construction Contract Administration										
	Submittal Review	16	75			100	50	241.00	\$35,693.00	\$0.00	\$35,693.00
	RFI's	4	24			48	12	88.00	\$12,400.00	\$0.00	\$12,400.00
	Change Orders	4	16			24	4	48.00	\$7,392.00	\$0.00	\$7,392.00
	CFO's	4	8			16	8	36.00	\$5,100.00	\$0.00	\$5,100.00
	PCM's	6	8			16	8	38.00	\$5,546.00	\$0.00	\$5,546.00
	Notices of Non-Compliance	2				4	4	10.00	\$1,218.00	\$0.00	\$1,218.00
	Conform Construction Documents for City		12			12	16	40.00	\$5,484.00	\$0.00	\$5,484.00
	Construction Meetings (12 monthly + 1 Precon)	24	24			120	24	192.00	\$25,176.00	\$2,800.00	\$27,976.00
	Electrical Inspections (Lassetter)							0.00	\$0.00	\$2,600.00	\$2,600.00
	Pay Applications					24	24	48.00	\$4,632.00	\$0.00	\$4,632.00
										Task Total:	\$108,041.00
2	Full Time Resident Observation							0.00	\$0.00	\$259,485.00	\$259,485.00
	Full Time Resident Observation (assume 45 hours per week, with OT)									Task Total:	\$259,485.00
3	GIS Website/Story Map										
	1 Vertical Asset Geodatabase Design			5	67			72.00	\$10,026.00	\$0.00	\$10,026.00
										Task Total:	\$10,026.00
4	Project Closeout										
	Substantial Completion Site Review		8			8	4	20.00	\$3,036.00	\$200.00	\$3,236.00
	Final Completion Site Reviews		8			8		16.00	\$2,664.00	\$200.00	\$2,864.00
	Performance Acceptance Testing/LS Startup		8			8		16.00	\$2,664.00	\$0.00	\$2,664.00
	Record Drawings	4	16			16		36.00	\$6,220.00	\$0.00	\$6,220.00
	FDEP Forms, SJRWMD and FDOT Certifications,	4	16			12	12	44.00	\$6,936.00	\$0.00	\$6,936.00
										Task Total:	\$21,920.00
	Total - Construction Phase Services	68	223	5	67	416	166	945.00	\$134,187.00	\$265,285.00	\$399,472.00



June 9, 2021

Troy D. Hayes, PG
Senior Manager/Vice President
Jones Edmunds & Associates, Inc.
730 NE Waldo Road
Gainesville, FL 32641

**Re: Proposal for Jacksonville Beach Utility Project RO
Jacksonville, Florida
CEI Services**

Dear Mr. Hayes:

Construction and Engineering Services Consultants, Inc. (C&ES) is pleased to submit the following fee proposal to Jones Edmunds & Associates (THE CLIENT) for Resident Observation (RO) services for the referenced project.

SCOPE OF WORK:

Based on information provided by THE CLIENT, the proposed full time RO services will consist of:

- Review progress and installation for conformance with the Contract Documents.
- Communicate with residents and local business owners.
- Take photographs.
- Create Daily Observation Reports.
- Review Pay Applications for concurrence with construction work progress.
- Track and monitor construction issues.
- Check that materials delivered to the site are consistent with submitted materials.
- Maintain field files.
- Participate in completion reviews and punch-list walkthroughs.
- Coordinate with the Construction Administrator (CA) throughout the project regarding project documentation and any installation issues.

It is assumed that the RO could potentially work up to 50 hours per week for the 12-month construction time. The total number of hours included for the RO is 2080 regular time hours and 520 overtime hours once construction has started.

During the preconstruction period, 80 hours (10 work days) and transportation are allowed for prep time prior to the Contractor mobilizing to the site.

COMPENSATION:

C&ES proposes to perform the Scope of Work for the following:

Resident Observer: $\$117.56/\text{hr} \{ (80 \text{ hrs} + 2080 \text{ hrs}) + 1.5(520 \text{ hrs OT}) \} = \cancel{\$355,626.40} \rightarrow \$255,000$ Agreed on \$100.00/hr in email dated 6/16/2021

Transportation: $(30 \text{ mi/day})(260 \text{ days})(\$0.575/\text{mi}) = \$4,485.00$ 260 hours

Total Not-to-Exceed fee of: $\cancel{\$355,626.40} + \$4,485.00 = \cancel{\$360,111.40} \rightarrow \$259,485$
\$255,000

The previous does not account for holidays, but only effort expended/miles traveled will be invoiced.

If this proposal meets with your approval, please forward a sub-consultant agreement for review. Assuming all is acceptable, it will be signed and returned for your ratification. Once the executed agreement is received, we will await a Notice To Proceed. Be assured we are prepared to perform this work immediately upon notice. We look forward to the opportunity of working with you on this project.

If you have any questions, please do not hesitate to contact our office at 904-652-1186.

Sincerely,

CONSTRUCTION & ENGINEERING SERVICE CONSULTANTS, INC.

A handwritten signature in black ink, appearing to read 'S. V. Manis', is positioned above the printed name.

Stephen V. Manis, P.E.
Senior Project Manager

Cc: Steven Davis

ENGINEERING SERVICES FEE PROPOSAL

DATE: June 15, 2021

TO: Kenneth A. Fraser, PE
Jones Edmunds & Associates
8657 Baypine Road, Suite 300
Jacksonville, FL 32256-8634

FROM: David Lassetter
WD Lassetter, PE
3837 Buckskin Trail East
Jacksonville, Florida 32277

RE: Lift Station No.7
Jacksonville Beach, Florida

Services During Construction		Engineering Manhours
Preconstruction Meeting & Conformed Drawings		4
Shop Drawing Reviews and RFIs		8
Project Progress Inspections		6
Subtotal Engineering Manhours		18
Subtotal Engineering Budget @	\$130.00 /Hour	\$2,340
Reimbursible Expense Budget		\$260
Proposed Lump Sum Fee Authorization		\$2,600



Education

- Florida Community College at Jacksonville Police Science Administration Program

Professional Certifications

- Maintenance of Traffic Certification
- NCCER Construction Site Safety Training
- Confined Space Training
- Excavation, Trenching, and Soil Training
- OSHA Competent Person Certification
- FEMA ICS 100, 700
- National Utility Contractors Assoc. Competent Person Training
- JEA Fire Protection Training
- Hazard Communication Training and Operation Specific Safety
- Orientation & Better Jacksonville Plan Safety Certified

Professional Qualifications

Mr. Faircloth has more than **40 years** of experience in the construction industry and has a vast amount of experience in the field inspection for underground utilities and more, including drainage, water, sanitary sewer, street, and curb replacement, and construction of retention ponds. His ability to analyze information, report research results, documentation skills, and promoting process improvement is proven. He also possesses skills in safety management, managing processes, manufacturing methods and procedures, and supporting innovation and operations research.

Project Experience

Edmonson West Project, Jacksonville, FL - The project was an infrastructure project of an area in the Northwest area of Jacksonville. Mr. Faircloth inspected drainage, water, and sanitary sewer, street, and curb replacement, also the construction of a retention pond. The cost of this project was approximately \$6 MM. There were several areas in which water mains were to be connected to old mains that were in poor condition. Due to the age of the lines and after reviewing the design, Mr. Faircloth noticed the plan design had wet taps being installed at these locations, with the contractor returning later to cut and cap the existing lines. Mr. Faircloth suggested to the Engineer to make water main shutdowns late at night and cut in and tie in the main lines after all the new mains had been installed up to the old mains and cleared by the health department. The recommendation was accepted and the contractor was able to make several tie-ins each night, eliminating the possibility of damaging the old mains with wet taps.

Chuluota Wastewater Treatment Facility, Chuluota, FL - Mr. Faircloth was Senior Inspector for the construction of a new 500,000-gallon tank for the named waste water treatment plant. Also inspected were associated upgrades of electrical wiring to the existing pump station and all new piping additions installed inside the pump station. He witnessed all pressure testing of the force main lines.

Flagler County Utilities - Flagler County Wastewater Treatment Facility, Plantation Bay, FL - Mr. Faircloth inspected the construction of a one-million-gallon tank for the named facility with associated new upgrades, including all gravity and force main pipe construction and all installations of electrical boxes and conduits.

Fairways New Wastewater Treatment Facility, Mount Plymouth, FL - Mr. Faircloth inspected the installation of new anoxic, aeration, & equalization precast tanks leading to startup of the full online operation. Mr. Faircloth inspected all piping installations and oversaw pressure testing and bacteriological tests.

University of Florida New Chilled Water Facility, Gainesville, FL - Mr. Faircloth inspected the construction of the Chilled Water Plant for the Vet Medical Building. He inspected the installation of new chilled water lines from the new chilled water building to the existing veterinary building and installation of new boilers and blowers. Mr. Faircloth inspected all pipe insulation and rodding of all new boilers inside of the new Chilled Water Facility.

Rainbow Springs Sewer Force Main, Dunnellon, FL – Mr. Faircloth inspected the construction of 5+ miles of new force main from the Juliette Falls Treatment Plant to the San Jose Treatment Plant. He supervised the pressure testing of all force main lines as well as inspecting the construction of a new pump station at Juliette Falls.

Expansion of Lane Avenue, Jacksonville, FL – Mr. Faircloth was the Pipe Foreman for the expansion of Lane Avenue. He hired, trained, and supervised several pipe crews to perform the necessary work in the contract documents. Mr. Faircloth was responsible for all pipeline and structures installations for the new stormwater drainage system and for the new water and sewer system.

Grand Park 'C' Project, Jacksonville, FL - Mr. Faircloth was the Pipe Foreman for the expansion of Grand Park "C" Project. He hired, trained, and supervised several crews to execute the work according to contract plans and specifications. Mr. Faircloth was responsible for all pipeline and structures installations for the new stormwater drainage system and for the new water and sewer system.

Myrtle Avenue Project, Jacksonville, FL - Mr. Faircloth was the Pipe Foreman for the expansion of the Myrtle Avenue Project. He hired, trained, and supervised several crews to execute the work according to contract plans and specifications. Mr. Faircloth was responsible for all pipeline and structures installations for the new stormwater drainage system and for the new water and sewer system.



City of Jacksonville Beach • 11 North Third Street • Jacksonville Beach FL 32250

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Dennis W. Barron, Jr., Director of Public Works
DATE:	June 15, 2021
SUBJECT:	Bid No. 2021-08
	Isabella Boulevard Drainage Improvements

BACKGROUND

The Isabella Boulevard Drainage Improvements project is part of the Stormwater Collection & Treatment System Improvements Program in the City's Capital Improvement Plan (CIP). The project entails installation of new storm sewer infrastructure at Isabella Boulevard and 35th Avenue South, replacing the north-south open stormwater ditch on the east side of Isabella Boulevard (map attached).

Invitation to Bid No. 2021-08 was publicly advertised; five bids were received. The total base bids from the contractors ranged from \$220,242.52 to \$369,945.00. The City's design engineering firm, Hanson Professional Services, Inc., evaluated the bids for conformance with the criteria set forth in the bidding documents and recommended award of the Bid to the lowest, qualified bidder, MAER Homes, LLC, d/b/a MAER Construction. The Bid Tabulation Form and Recommendation for Contract Award are attached.

FINANCIAL IMPACT

Design funds appropriated in the current fiscal year (\$40,000) have largely been spent, and the budget for the construction of this project is currently scheduled in the FY2022 CIP for \$200,000. The Public Works Department hopes to complete this project over the summer before other larger City infrastructure projects begin, and requests that construction funding be authorized this fiscal year. Cost increases over original estimates are primarily attributable to additional design improvements, and current industry-wide construction and materials cost escalations. Funding is available in the Stormwater Utility Fund operating reserve. The funds will be spent from the following account and project: 423-07-0712-536-63-563000 / SWIISA, and the budget will be amended as part of the year-end budget adjustment.



City of Jacksonville Beach • 11 North Third Street • Jacksonville Beach FL 32250

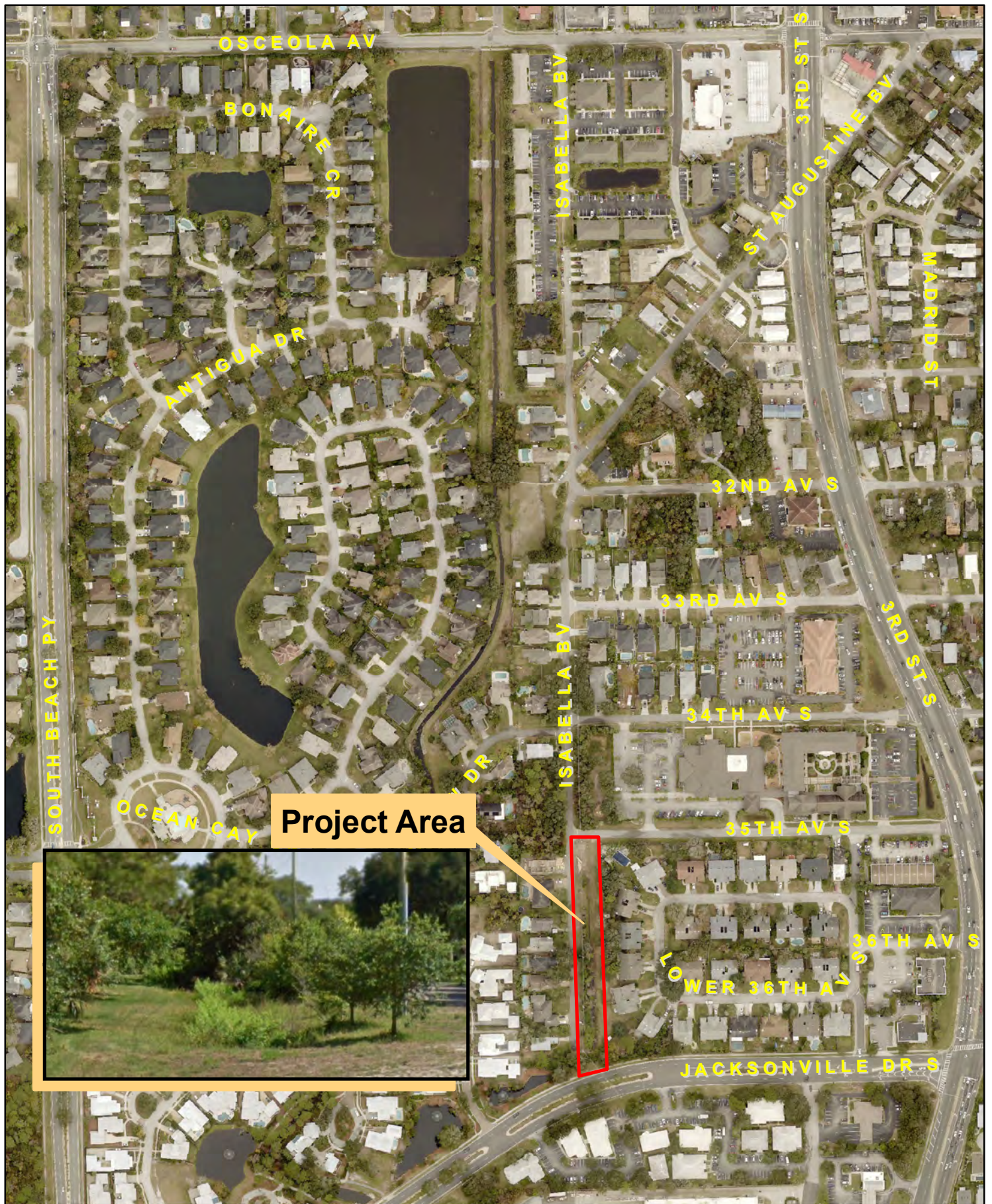
Unit Price Bid No: 2021-08 Isabella Boulevard Drainage Improvements		
DESCRIPTION	COST	RECOMMENDATION
Unit Price Bid (based on estimated quantities)	\$ 220,243	• Award to MAER Homes, LLC (the lowest qualified bidder)
15% Contingency	\$ 33,036	
Construction Total:	\$ 253,279	
Construction Administration (CA) Svcs	\$ 6,275	• Authorize CA Services with Hanson Professional Services, Inc. (the project's design firm)
10% Contingency	\$ 628	
CA Total:	\$ 6,903	
GRAND TOTAL:	\$ 260,182	

REQUESTED ACTION

- Award/Reject Bid No. 2021-08 to MAER Homes, LLC, d/b/a MAER Construction, and authorize Construction Administration Services with the project design firm, Hanson Professional Services, Inc.

ATTACHMENTS

- Bid No. 2021-08 Project Location Map
- Bid No. 2021-08 Bid Tabulation Form
- Hanson Professional Services, Inc., Recommendation of Contract Award
- Hanson Professional Services, Inc., Contract Administration Services Proposal dated June 15, 2021
- Invitation to Bid No. 2021-08
- Isabella Blvd Drainage Improvements Drawings
- MAER Homes, LLC, d/b/a MAER Construction Response to Bid No. 2021-08



CITY OF JACKSONVILLE BEACH
 DEPARTMENT OF PUBLIC WORKS
 1460-A Shetter Avenue
 Jacksonville Beach, FL 32250
 904.247.6219 / publicworks@jaxbchfl.net



Isabella Blvd. Drainage Improvements



The data provided on this map are provided for informational and planning purposes only. The City is not responsible for misuse of the data.

0 0.0325 0.065 0.13 Miles

BID RESPONSE SUMMARY FORM

City of Jacksonville Beach
City Bid No. 2021-08
Isabella Boulevard Drainage Improvements

Vendor	Section 00300 Bid Proposal Form	Addendum #1	Section 00301						Section 00410 Bid Bond	Section 00480 Non-Collusion Affidavit	Occupational License	W-9	Qualifications
			A	B	C	D	E	F					
AWA Contracting Co., Inc.	X	XX	X	X	X	X	X	X	X	X	X	X	X
CGC, Inc.	X	X	X	X	X	X	X	X	X	X	X	X	X
DB Civil Construction, LLC	X	X	X	X	X	X	X	X	X	X	X	X	X
Kirby Development, Inc	X	X	X	X	X	X	X	X	X	X	X	X	X
MAER Homes, LLC dba MAER Constructio	X	X	X	X	X	X	X	X	X	X	X	X	X

X - Provided

XX - Not Provided

X - Provided but form not filled out

Bid Response Summary Reviewed by:

Daryl R. Myers, PE

PE Number: 61786

Hanson Professional Services Inc.



BID TABULATION

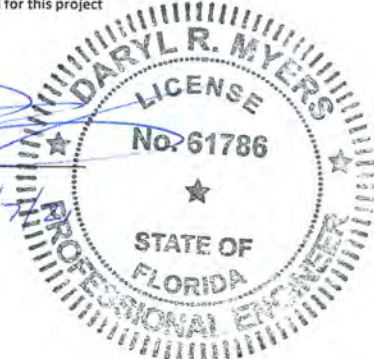
City of Jacksonville Beach
City Bid No. 2021-08
Isabella Boulevard Drainage Improvements

BASE BID				AWA Contracting Co., Inc.		CGC, Inc.		DB Civil Construction, LLC		Kirby Development, Inc		MAER Homes, LLC dba MAER Construction	
Item No.	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization	1	LS	\$4,080.57	\$4,080.57	\$64,929.00	\$64,929.00	\$35,000.00	\$35,000.00	\$18,760.48	\$18,760.48	\$25,000.00	\$25,000.00
2	Maintenance of Traffic	1	LS	\$5,000.00	\$5,000.00	\$4,801.00	\$4,801.00	\$4,000.00	\$4,000.00	\$1,181.25	\$1,181.25	\$5,500.00	\$5,500.00
3	Erosion Control & Pollution Abatement	1	LS	\$4,000.00	\$4,000.00	\$11,300.00	\$11,300.00	\$4,325.00	\$4,325.00	\$8,072.66	\$8,072.66	\$8,500.00	\$8,500.00
4	Clearing & Grubbing	0.400	LF	\$15,500.00	\$6,200.00	\$8,000.00	\$3,200.00	\$80,000.00	\$32,000.00	\$135,589.56	\$54,235.82	\$10,000.00	\$4,000.00
5	Tree Removal (> 6-inch & ≤ 12-inch)	10	EA	\$0.00	\$0.00	\$600.00	\$6,000.00	\$1,500.00	\$15,000.00	\$1,559.25	\$15,592.50	\$550.00	\$5,500.00
6	Tree Removal (> 12-inch & ≤ 18-inch)	4	EA	\$0.00	\$0.00	\$1,000.00	\$4,000.00	\$2,500.00	\$10,000.00	\$3,488.40	\$13,953.60	\$850.00	\$3,400.00
7	Embankment	985	EA	\$28.50	\$28,072.50	\$24.00	\$23,640.00	\$45.00	\$44,325.00	\$24.45	\$24,083.25	\$27.00	\$26,595.00
8	Excavation	102	EA	\$28.50	\$2,907.00	\$5.00	\$510.00	\$30.00	\$3,060.00	\$21.36	\$2,178.72	\$12.00	\$1,224.00
9	Inlets, Dt Bot, Type C, <10'	2	EA	\$3,750.00	\$7,500.00	\$4,025.00	\$8,050.00	\$5,000.00	\$10,000.00	\$2,490.10	\$4,980.20	\$4,950.00	\$9,900.00
10	Inlets, Dt Bot, Type D, <10'	1	EA	\$5,341.23	\$5,341.23	\$5,175.00	\$5,175.00	\$6,000.00	\$6,000.00	\$4,665.41	\$4,665.41	\$5,950.00	\$5,950.00
11	Inlets, Dt Bot, Type H, <10'	1	EA	\$7,346.02	\$7,346.02	\$6,325.00	\$6,325.00	\$10,000.00	\$10,000.00	\$4,962.98	\$4,962.98	\$8,350.00	\$8,350.00
12	Pipe Culvert, Round 18" (SDR 26)	278	EA	\$134.02	\$37,257.56	\$128.00	\$35,584.00	\$210.00	\$58,380.00	\$105.15	\$29,231.70	\$145.00	\$40,310.00
13	Pipe Culvert, Round 36" (SDR 26)	253	EA	\$450.67	\$114,019.51	\$460.00	\$116,380.00	\$475.00	\$120,175.00	\$337.06	\$85,276.18	\$205.00	\$51,865.00
14	Sodding (Bermuda)	1,936	LF	\$3.75	\$7,260.00	\$5.00	\$9,680.00	\$5.00	\$9,680.00	\$6.08	\$11,770.88	\$9.00	\$17,424.00
15	As-Builts	1	EA	\$5,942.57	\$5,942.57	\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00	\$5,648.06	\$5,648.06	\$3,500.00	\$3,500.00
16	Performance and Payment Bond (1.5% Maximum of Items No. 1-15)	1	EA	\$3,523.01	\$3,523.01	\$2,333.00	\$2,333.00	\$4,000.00	\$4,000.00	\$4,460.40	\$4,460.40	\$3,224.52	\$3,224.52
Total Bid Items No. 1-16				\$238,449.97		\$304,907.00		\$369,945.00		\$289,054.09		\$220,242.52	

MAER acknowledged error in total calculation
No Bid provided

This is a true and correct copy of all bids received for this project


Daryl R. Myers, PE
PE Number: 61786
Hanson Professional Services Inc.



June 4, 2021

Kayle Moore, PE
Project Engineer
City of Jacksonville Beach
Department of Public Works
1460-A Shetter Avenue
Jacksonville Beach, Florida 32250

RE: Isabella Boulevard Drainage Improvements
City of Jacksonville Beach Bid No. 2021-08

Subject: Recommendation for Contract Award

Dear Mr. Moore:

Hanson Professional Services Inc. has reviewed the bids for the referenced project. There was a total of five (5) responsive bidders for this project. The bids were evaluated for conformance with the criteria set forth in the bidding documents.

MAER Homes, LLC dba MAER Construction submitted the lowest bid. As part of our review process, we have reviewed the provided bid tabulation, reviewed all the bids to ensure they were submitted in accordance with the bid documents, and checked the references for the lowest responsive bidder. All required items were acknowledged on the Bid Form and included in the bid package. A Bid Bond was provided in the bid package for a total of 5% of the bid amount. Qualifications and reference projects as well as appropriate licensing were also provided in the bid package.

Based on our review Hanson finds the contractor (MAER) capable of performing the work for this project based on the information received from reference contacts. We recommend award of this contract to MAER Homes, LLC dba MAER Construction for the Base Bid amount of \$220,242.52.

Please feel free to contact me should you have any questions regarding the review of the bids.

Sincerely,

Hanson Professional Services, Inc.



Daryl R. Myers, PE
Project Manager

June 15, 2021

**SCOPE OF SERVICES
ISABELLA BOULEVARD DRAINAGE IMPROVEMENTS
CONSTRUCTION ADMINISTRATION**

CITY OF JACKSONVILLE BEACH, FLORIDA

PROJECT DESCRIPTION

Hanson Professional Services Inc. (Consultant) is pleased to provide this proposal to the City of Jacksonville Beach (City) for construction administration services for the Isabella Boulevard Drainage Improvements project. The Consultant prepared the Bid Documents for the project and provided bidding services under a previous proposal and authorization.

This proposal presents our scope of services and period of service/compensation amount.

I. SCOPE OF SERVICES

TASK 1 – CONSTRUCTION ADMINISTRATION SERVICES

The Consultant will provide construction administration services on behalf of the City for the project. The following subtasks are anticipated:

1. Conduct one (1) pre-construction meeting with City, Contractor, and any Subcontractors.
Consultant will prepare the agenda, assemble conformed bid documents, take meeting minutes and distribute minutes after the meeting.
 2. Address Requests for Information (RFI) from Contractor.
Consultant will respond to Contractor RFI's on the project.
 3. Review Shop Drawings
Consultant will review project shop drawings and maintain a submittal log.
 4. Prepare Plan Revisions (if necessary)
Consultant will prepare revisions for the project if necessary.
 5. Review/Approve As-Built plans
The Contractor is responsible for preparation of record drawings (as-builts). Consultant will review the as-builts and determine if the original design intent was met from the Bid Plans.
 6. Substantial Completion walk through and punch list items.
Consultant will attend the substantial completion walk through and prepare punch list items that need to be completed prior to final completion.
-

7. Final Completion walk through.

Consultant will attend the final completion walk through to ensure all punch list items have been completed.

II. PERIOD OF SERVICE / COMPENSATION AMOUNT

Period of service and compensation amount is based upon the 120-day period of construction completion.

Charges for professional services performed by Hanson for all services listed in the Scope of Services will be made on the basis of a \$6,275.00 lump sum, as detailed in the breakdown on the following page. Billings will be issued at least monthly, and will be based on the estimated percentage of the total Scope of Services that has been completed.

III. PROJECT SERVICES EXCLUSIONS / OTHER

1. Additional services that may be determined/required beyond that provided herein will require a mutually acceptable scope/fee supplement agreement prior to initiating same.

PROPOSED BY CONSULTANT:

Hanson Professional Services Inc.

A handwritten signature in blue ink, appearing to read "Daryl R. Myers", with a stylized flourish extending to the right.

Daryl R. Myers, PE
Project Manager

DATE: 06/15/21
CLIENT: City of Jacksonville Beach
PROJECT: Isabella Boulevard Drainage Improvements
 Construction Administration

	Sr. Project Mgr HRS	Sr. Engineer HRS	Engineer HRS	Sr. Design. HRS	Design. (EI) HRS	Clerical HRS	TOTAL HRS
a. Construction Administration							
Pre-Construction Meeting	4	0	2	0	6	1	13
RFI's	4	0	2	0	12	1	19
Shop Drawing Review	0	4	0	0	0	1	5
Plan Revisions	0	0	0	4	0	0	4
Review/Approve As-Builts	0	0	2	0	2	0	4
Substantial Completion	4	0	0	0	0	0	4
Final Completion	2	0	0	0	0	0	2
Total Manhours	14	4	6	4	20	3	51
Hourly Rates	\$187.00	\$151.00	\$127.00	\$121.00	\$83.00	\$49.00	
Total Labor Dollars	\$2,618.00	\$604.00	\$762.00	\$484.00	\$1,660.00	\$147.00	\$6,275.00
Total Amount							\$6,275.00

June 15, 2021

**SCOPE OF SERVICES
ISABELLA BOULEVARD DRAINAGE IMPROVEMENTS
CONSTRUCTION ADMINISTRATION**

CITY OF JACKSONVILLE BEACH, FLORIDA

PROJECT DESCRIPTION

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-

7. Final Completion walk through.

Consultant will attend the final completion walk through to ensure all punch list items have been completed.

II. PERIOD OF SERVICE / COMPENSATION AMOUNT

Period of service and compensation amount is based upon the 120-day period of construction completion.

Charges for professional services performed by Hanson for all services listed in the Scope of Services will be made on the basis of a \$6,275.00 lump sum, as detailed in the breakdown on the following page. Billings will be issued at least monthly, and will be based on the estimated percentage of the total Scope of Services that has been completed.

III. PROJECT SERVICES EXCLUSIONS / OTHER

1. Additional services that may be determined/required beyond that provided herein will require a mutually acceptable scope/fee supplement agreement prior to initiating same.

PROPOSED BY CONSULTANT:

Hanson Professional Services Inc.

A handwritten signature in blue ink, appearing to read "Daryl R. Myers", with a stylized flourish extending to the right.

Daryl R. Myers, PE
Project Manager

DATE: 06/15/21
CLIENT: City of Jacksonville Beach
PROJECT: Isabella Boulevard Drainage Improvements
 Construction Administration

	Sr. Project Mgr HRS	Sr. Engineer HRS	Engineer HRS	Sr. Design. HRS	Design. (EI) HRS	Clerical HRS	TOTAL HRS
a. Construction Administration							
Pre-Construction Meeting	4	0	2	0	6	1	13
RFI's	4	0	2	0	12	1	19
Shop Drawing Review	0	4	0	0	0	1	5
Plan Revisions	0	0	0	4	0	0	4
Review/Approve As-Builts	0	0	2	0	2	0	4
Substantial Completion	4	0	0	0	0	0	4
Final Completion	2	0	0	0	0	0	2
Total Manhours	14	4	6	4	20	3	51
Hourly Rates	\$187.00	\$151.00	\$127.00	\$121.00	\$83.00	\$49.00	
Total Labor Dollars	\$2,618.00	\$604.00	\$762.00	\$484.00	\$1,660.00	\$147.00	\$6,275.00
Total Amount							\$6,275.00

**SECTION 00010
INVITATION TO BID**

**CITY OF JACKSONVILLE BEACH
Jacksonville Beach, FL**

Sealed bids in triplicate, subject to the terms and conditions specified in this invitation, will be received until 2:00 p.m., Wednesday, May 26, 2021, and then opened publicly by the Property & Procurement Division, 1460A Shetter Avenue, 1st Floor, Jacksonville Beach, Florida, 32250 for furnishing the following:

BID INVITATION NO: 2021-08

ISABELLA BOULEVARD DRAINAGE IMPROVEMENTS

Bid documents will be available on the City of Jacksonville Beach's website: <http://www.jacksonvillebeach.org/government/departments/finance/bidrfp-rfq-listings>.

Please submit triplicate completed Bid Proposal Forms in one sealed envelope clearly marked with bid number and bid name. Place the sealed envelope within another sealed envelope clearly marked in the same manner as the first envelope. This is done to prevent accidental opening of the sealed bids in our mailroom.

No verbal interpretations will be made of any bid documents. Requests for such interpretations shall be made in writing via email to Purchasing@jaxbchfl.net by the end of day, May 14, 2021. Interpretation will be in the form of an addendum and issued to all bidders.

If you require further information regarding this bid, please contact Luis Flores at 904-247-6226.

CITY OF JACKSONVILLE BEACH

Luis Flores
Property & Procurement Division
1460A Shetter Avenue, Jacksonville Beach, FL 32250

SECTION 00200
INSTRUCTION TO BIDDERS

1.1 PROJECT DESCRIPTION

The project is located in the City of Jacksonville Beach and consists of the following general improvements:

Drainage improvements along Isabella Boulevard. The improvements include installing stormwater piping and ditch bottom inlets to replace an existing open cut ditch. The new stormwater piping will connect to an existing 42 inch RCP on the downstream end. A new swale will be installed over top of the new stormwater piping.

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. Contractor shall be responsible for properly unloading, storing, installing and maintaining all materials and equipment. The Contractor shall perform the Work complete, in place, and ready for continuous service, and shall include repairs, sewer bypass operations, testing, permits, cleanup, and replacements and restoration required as a result of damages caused during this construction.

Reference Section 01010 Summary of Work for additional information.

CITY BID NO. 2021-08
ISABELLA BOULEVARD DRAINAGE IMPROVEMENTS

1.2 DEFINED TERMS

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

1.3 COPIES OF BIDDING DOCUMENTS

- A. Only complete sets of Bidding Documents will be issued and shall be used in preparing Bids. Neither the CITY nor the ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets.
- B. Completed sets of Bidding Documents may be obtained in the manner and at the location stated in the Invitation to Bid. Any required fees are non-refundable.

1.4 QUALIFICATIONS OF BIDDERS

- A. Each bid must contain either evidence of the Bidder's qualifications to do business in the area where the project is located or covenant to obtain such qualifications prior to award of Contract.
- B. To demonstrate his qualifications to perform the Work, each Bidder shall submit with his Bid written evidence as to his financial status, previous successful contractual and technical experience in similar work including references, description, and volume of present commitments, evidence of possession of, or covenant to obtain prior to award of Contract, valid state, county, and local licenses covering all operations and all areas of political jurisdiction involved in the Work of this project and such other data as may be requested by the CITY. ***No bidder/company will be issued a contract for the work, who in the past seven (7) years has filed for bankruptcy personally or has been an owner/officer or principal of a firm, which has filed bankruptcy in the past seven (7) years.***
- C. Contractor must be able to exhibit to the City of Jacksonville Beach that he can perform a minimum of 30% of the total contract work with their own labor work force. The purchase of materials and/or

equipment will not be considered as part of this percentage.

1.5 DISQUALIFICATIONS OF BIDDERS

- A. One Proposal: Only one Proposal from an individual firm, partnership or corporation under the same or under different names will be considered. If it is believed that a Bidder is interested in more than one Proposal for the work involved, all Proposals in which such a Bidder is interested will be rejected.
- B. Collusion Among Bidders: If it is believed that collusion exists among the Bidders, the Proposals of all participants in such collusion will be rejected and no participants in such collusion will be considered in future Proposals for the same work.

1.6 EXAMINATION OF SITE CONDITIONS

- A. Each Bidder, by and through the submission of his Bid, agrees that he shall be held responsible for having theretofore examined the site, the location of all proposed work and for having satisfied himself from his own personal knowledge and experience or professional advice as to the character and location of the site, the nature of the ground, surface and subsurface, the water elevations, location of buried utilities and any other conditions surrounding and affecting the work, any obstructions, the nature of any existing construction, and all other physical characteristics of the job, in order that he may include in the prices which he bids all costs pertaining to the work and thereby provide for the satisfactory completion thereof, including the removal, relocation, or replacement of any objects or obstruction which may be encountered in doing the proposed work.
- B. Any records of contours, obstructions, and other subsurface investigations shown on the Drawings or included hereinafter, were made solely for design purposes for the work; and the CITY and his ENGINEER do not warrant, guarantee or represent that said data is correct with respect to actual subsurface conditions; therefore, the Bidder, by and through the submission of his Bid, affirms that he has made, or has caused to be made, his own test holes and/or other investigations of such subsurface conditions, and/or that he has otherwise satisfied himself with respect to such conditions; and, should the Bidder be awarded the Contract, he agrees that he will make no claims against the CITY or his ENGINEER if, in carrying out the work, he finds that the actual conditions do not conform to those indicated. The CITY will, upon request, provide each Bidder with reasonable access to the site to conduct such tests and investigations, as each Bidder deems necessary for submission of his Bid. If a Bidder obtains such access he shall restore the site to the condition existing prior to conducting said tests and investigations.
- C. The Bidder, in preparing his Bid, shall take into consideration that work by other contractors may be in progress at or near the site during the performance of the work to which the bid relates and that he will be expected, should he be awarded a Contract, to avoid interference with work done by such other contractors and to coordinate his work with other contractors at the site.

1.7 EXAMINATION OF CONTRACT DOCUMENTS

- A. Each Bidder shall carefully examine the Drawings and Specifications and other Contract Documents, and inform himself thoroughly regarding any and all conditions and requirements, including the construction schedule, that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him of the obligations and responsibilities assumed under the Contract.
- B. Should a Bidder find discrepancies or ambiguities in, or omissions from, the Drawings or Specifications, or should he be in doubt as to their meaning, he shall at once notify the ENGINEER.

1.8 INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

No oral interpretations will be made to any Bidder as to the meaning of the Contract Documents. Any inquiry

or request for interpretation received by the end of day, Friday, May 14, 2021 will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be mailed or sent by available means to all known prospective Bidders prior to the established bid opening date. Each Bidder shall acknowledge receipt of such addenda in the space provided therefor in the Proposal form. In case any Bidder fails to acknowledge receipt of such addenda or addendum, his Bid will nevertheless be construed as though it had been received and acknowledged and the submission of his Bid will constitute acknowledgement of the receipt of same. All addenda are a part of the Contract Documents and each Bidder will be bound by such addenda, whether or not received by him. It is the responsibility of each Bidder to verify that he has received all addenda issued before Bids are opened.

1.9 INTERPRETATION OF QUANTITIES

In the case of unit price items, the quantities of work to be done and the materials to be furnished under this Contract, as given in the Proposal, are to be considered as approximate only and are to be used solely for the comparison of Bids received. The CITY and/or his ENGINEER do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Bidder plead misunderstanding or deception because of such estimate or quantities or of the character, location, or other conditions pertaining to the work. Payment to the CONTRACTOR will be made only for the actual quantities of work performed or material furnished in accordance with the Drawings and other Contract Documents, and it is understood that the quantities may be increased or diminished as provided in the General Conditions without in any way invalidating any of the unit or lump sum prices bid.

1.10 ALTERNATES

When certain items of equipment and/or materials are specified and/or described as the product of a particular manufacturer together with any required additional information such as model number, size or catalog number, only such specific items may be used in preparing the Bid.

1.11 GOVERNING LAWS AND REGULATIONS

- A. The Bidder is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.
- B. The Bidder shall include in his bid prices all sales, consumer, use and other taxes required to be paid in accordance with the law of the place of the project.

1.12 PREPARATION OF BIDS

- A. Signature of the Bidder: The Bidder must sign the Proposal forms in the space provided for the signature. If the Bidder is an individual, the words “doing business as _____”, or “Sole Owner” must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words “Member of the Firm” should be written beneath such signature. If the Bidder is a corporation, the title of the officer signing the Proposal on behalf of the corporation must be stated and evidence of his authority to sign the Proposal must be submitted. The Bidder shall state in the Proposal the name and address of each person interested therein.
- B. Basis for Bidding: The price bid for each item shall be on a lump sum or unit price basis according to the Bid Proposal Form. Contractor shall bid on all the parts and alternates (if any). The bid prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered.
- C. Price Bid: The total price bid for the work shall be the aggregate of the lump sum prices bid and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the Proposal Form. In the event that there is a discrepancy on the Proposal Form due to unit price extensions or additions, the corrected extensions and additions shall

be used to determine the project bid amount.

1.13 SUBMISSION OF BIDS

- A. Each Proposal bid must be submitted on the Proposal Form as furnished, together with a suitable bid security as herein described.
- B. The Proposal and bid security, if required, must be submitted in a sealed envelope, which shall be marked so as to clearly indicate its contents and the name of the Bidder. If forwarded by mail, the above mentioned envelope shall be enclosed in another envelope addressed to the entity and address stated in the Invitation to Bid, and preferably by special delivery, registered mail; if forwarded otherwise than by mail, it shall be delivered to the same address. Proposals will be received until the date and hour stated in the Invitation to Bid.
- C. Each Bidder must submit with his Proposal an accompanying letter in which he shall list the names and addresses of his major subcontractors together with the services they will supply. These subcontractors will be subject to review as to their competency by the CITY prior to award of Contract and shall be one of the considerations in determining the successful Bidder. After award of Contract, no change in subcontractors shall be made unless approved by the CITY after a request for such a change has been submitted in writing by the CONTRACTOR, which shall include the reasons for such request.
- D. Each Bidder shall submit with his Proposal the required evidence of his qualifications, experience and financial status as outlined in Article 1.4. The apparent low Bidder may be required to provide evidence as to his financial status, previous successful contractual and technical experience in similar work including references, description, and volume of present commitments, evidence of possession of, or covenant to obtain prior to award of Contract, valid state, county, and local licenses covering all operations and all areas of political jurisdiction involved in the Work of this project and such other data as may be requested by the CITY.

1.14 BID SECURITY

- A. Each Proposal must be accompanied by a cashier's check or Bid Bond in an amount not less than five percent (5%) of the amount of the Bid. The bid security of all Bidders will be returned within ten (10) days after the CITY and the accepted Bidder have executed the written Contract and the accepted Bidder has filed an acceptable bond. If thirty (30) days have passed after the date of the receipt of the Bids and no Contract has been awarded, the bid security of any Bidder will be returned on demand, provided that the Bidder has not been notified of the acceptance of his Bid.
- B. Attorneys-in-Fact who sign Bid Bonds must file with such bonds a certified copy of their Power of Attorney to sign said Bonds.
- C. Failure of the accepted Bidder to execute a Contract and file acceptable bonds as provided herein within ten (10) days after a written Notice of Award has been given shall be just cause for the annulment of the award and forfeiture of the bid security to the CITY, which forfeiture shall be considered not as a penalty, but in liquidations of damages sustained. Award may then be made to another Bidder or all Bids may be rejected.

1.15 WITHDRAWAL OF BID

- A. Any Bid may be withdrawn prior to the time scheduled in the Invitation to Bid for the opening thereof. A Bid may also be withdrawn ninety (90) days after the date of the opening of the Bids, provided that the Bidder has not been notified that his Bid has been accepted.

1.16 MODIFICATION OF BIDS

- A. Written bid modification will be accepted from Bidders if addressed to the entity and address indicated in the Invitation to Bid and received prior to Bid due time and date.
- B. A Bidder may modify his Bid by telegraphic communication at any time prior to the scheduled closing time for receipt of Bids, provided such telegraphic communication is received prior to the closing time, and provided further, that CITY is satisfied that a written communication of the telegraphic modification over the signature of the Bidder was mailed prior to the closing time. The telegraphic communication should not reveal bid price, but should provide the addition or subtraction or other modification so that the final prices or terms will not be known until the sealed Bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

1.17 RECEIPT AND OPENING OF BIDS

- A. Bids will be received until the designated time and will be publicly opened and read aloud at the appointed time and place stated in the Invitation to Bid. The person whose duty is to open them will decide when the specified time has arrived and no Bids received thereafter will be considered. No responsibility will be attached to anyone for the premature opening of a Bid not properly addressed and identified. Bidders or their authorized agents are invited to be present.

1.18 DETERMINATION OF SUCCESSFUL BIDDER

- A. For the purpose of award, the correct summation of the lump sum prices and/or of the products of the estimated quantities shown in the Proposal and the unit prices will be considered the Bid. The amounts then will be compared and the results of such comparison made available to the public. Until the final award of the Contract, the CITY does not bind himself to accept the minimum Bid stated herein, but reserves the right to reject any and all Bids and to waive technical errors and irregularities as may be deemed best for the interests of the CITY. Bids, which contain modifications, are incomplete, unbalanced, conditional, obscure, or which contain additions not requested or irregularities of any kind, or which do not comply in every respect with the Instructions to Bidders, and the Contract Documents, may be rejected at the option of the CITY. In project bids that have multiple parts and/or alternates, Bidders must submit a price for all parts/alternates within the bid proposal. The CITY may elect to award the contract based on the base bid and any alternate(s) in the best interest of the CITY.

1.19 AWARD OF CONTRACT

- A. The CITY reserves the right to reject any or all Bids, or any part of any Bid and/or alternate(s), to waive any informality in any Bid, or to readvertise for all or part of the work contemplated. The CITY reserves the right, prior to award of Contract, to delete from the scope of the project any item or any combination of items from the total bid price for the project. If Bids are found to be acceptable by the CITY, written notice will be given to the lowest responsible Bidder of the acceptance of his Proposal and of the award of the Contract to him.
- B. If a Bidder to whom a Contract is awarded forfeits his bid security and the award of the Contract is annulled, the CITY may then award the Contract to another Bidder or the work may be readvertised or may be constructed by day labor as the CITY decides.
- C. The Contract will be awarded to the lowest responsible qualified Bidder complying with the applicable conditions of the Contract Documents.
- D. The ability of a Bidder to obtain a performance bond shall not be regarded as the sole test of such Bidder's competence or responsibility.
- E. The CITY also reserves the right to reject the Proposal of a Bidder who has previously failed to perform properly or to complete Contracts of a similar nature on time.

1.20 EXECUTION OF CONTRACT

- A. The Bidder to whom a Contract is awarded will be required to return to the CITY, three (3) executed counterparts of the prescribed Contract together with the required Performance and Payment Bonds and the required Certificates of Insurance within ten (10) days from the date of Notice of Acceptance of the Bidder's Proposal.

1.21 PERFORMANCE AND PAYMENT BONDS

- A. Simultaneously with his delivery of the executed Contract to the CITY, a Bidder to whom a Contract has been awarded must deliver to the CITY executed Performance and Payment Bonds on the prescribed forms each in an amount of one-hundred percent (100%) of the total amount of the accepted Bid, as security for the faithful performance of his Contract and for the payment of all persons performing labor or furnishing materials in connection therewith. The Performance and Payment Bonds shall have as the surety thereon only such surety company or companies as are authorized to write bonds of such character and amount under the laws of the State of Florida and with a resident agent in the county in which the project is located. The Attorney-in-Fact, or other officer who signs the Performance and Payment Bonds for a surety company must file with such bonds a certified copy of his Power-of-Attorney authorizing him to do so.
- B. The Performance and Payment Bonds shall remain in force for one (1) year from the date of final acceptance of the work as a protection to the CITY against losses resulting from latent defects in materials or improper performance of work under Contract, which may appear or be discovered during that period.
- C. Qualification of Sureties shall be as described in the General Conditions.

1.22 CERTIFICATES OF INSURANCE

Simultaneously with his delivery of the executed Contract to the CITY, the Bidder to whom a Contract has been awarded shall deliver to the CITY the required Certificate of Insurance and endorsements on the prescribed form certifying insurance coverage in amounts not less than the limits of liability and coverages provided in Section 00630: Insurance Specifications and Section 00500: Contract Agreement, or required by law, whichever is greater.

END OF SECTION

SECTION 00220
INFORMATION AVAILABLE TO BIDDERS

1.1 Utilities

Existing utilities have been shown on the Drawings insofar as information is reasonably available: however, it will be the Contractor's responsibility to preserve all existing utilities whether shown on the Drawings or not. If utility conflicts are encountered by the Contractor during construction, he shall give sufficient notice to the City so that he may make the necessary adjustments. Damage to any utilities, which, in the opinion of the City and Engineer, is caused by carelessness on the part of the Contractor, shall be repaired at the Contractor's expense. Any delays ensuing from this damage will be considered inexcusable.

END OF SECTION

SECTION 00300
BID PROPOSAL FORM

Date: _____

Proposal of Bidder: _____

Business Address: _____

City Bid No.: 2021-08

Project Name: Isabella Boulevard Drainage Improvements

To: City of Jacksonville Beach
Purchasing Department
1460A Shetter Avenue
Jacksonville Beach, Florida 32250

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 person than herein mentioned has any interest in the Proposal of 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 has made sufficient test holes and/or other subsurface investigations to fully satisfy himself that such site is a correct and suitable one for this work and he assumes full responsibility therefore; that he has examined the Drawings and Specifications for the work and from his own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and he has examined the other Contract Documents and all addenda relating thereto, and that he has satisfied himself 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 Jacksonville Beach, Florida, 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, agreed, and liquidated damages to reimburse the City for additional costs to the City resulting from the work not being completed within the time limit stated in the Contract Form.

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

and Payment Bonds are filed.

The undersigned agrees to accept in full compensation for completion of the project in full compliance with the Contract Documents, the total of the lump sum prices and extended unit prices for the items named in the following schedule. It is understood that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the Contractor, based on the quantities actually constructed as determined by the applicable measurement and payment portion of the specifications.

Bidder's General Contractor's License No. _____

Bidder's Underground Utility License No. _____

Authorized Company Representative Signature: _____

Name and Address of Surety or Sureties who will sign Bonds:

Performance Bond	_____

Payment Bond	_____

For authorized addition or deletion of quantities of work items to/from those indicated by the Contract Documents, the unit prices shall apply.

Acknowledgement is hereby made of the following Addenda received since issuance of Plans and Specifications:

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

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

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

Bid Document Checklist: The following documents are to be completed, signed and submitted as part of the Project Bid Proposal Documents. Failure to provide the listed documents may be cause for rejection of the submitted bid.

- ☐ Section 00301-A Subcontractor Listing
- ☐ Section 00301-B Required Disclosure
- ☐ Section 00301-C Letter of Compliance with the Florida Trench Safety Act
- ☐ Section 00301-D Bid Award Notice
- ☐ Section 00301-E Signed Drug-free Workplace Compliance Form
- ☐ Section 00301-F Non-Bankruptcy Affidavit
- ☐ Section 00410 - Bid Bond

- [] Section 00480 - Signed Non-Collusion Affidavit
- [] Copy of Occupational License
- [] Completed and Signed W-9 Form – may be obtained on line from www.irs.gov
- [] Documentation to demonstrate his qualifications to perform the work as required in Section 00200 – Instructions to Bidders, Section 1.4 – Qualifications Of Bidders, Paragraph B.

Please check off each document and attach to the Bid Proposal Form.

BID SCHEDULE
ISABELLA BOULEVARD DRAINAGE IMPROVEMENTS

BASE BID					
Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
1	Mobilization	1	LS		
2	Maintenance of Traffic	1	LS		
3	Erosion Control & Pollution Abatement	1	LS		
4	Clearing & Grubbing	0.400	AC		
5	Embankment	985	CY		
6	Excavation	102	CY		
7	Inlets, Dt Bot, Type C, <10'	2	EA		
8	Inlets, Dt Bot, Type D, <10'	1	EA		
9	Inlets, Dt Bot, Type H, <10'	1	EA		
10	Pipe Culvert, Round 18" (SDR 26)	278	LF		
11	Pipe Culvert, Round 36" (SDR 26)	253	LF		
12	Sodding (Bermuda)	1936	SY		
13	As-Builts	1	LS		
14	Performance and Payment Bond (1.5% Maximum of Items No. 1-13)	1	LS		

TOTAL BID ITEMS NO. 1 – 14 (In Figures) \$ _____

TOTAL BID ITEMS NO. 1 – 14 (In Words) _____

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST:

The bidder shall designate in its Bid which supplier and / or manufacturer the Bidder intends to use (in the event an alternate is not accepted). This is a requirement in order for the bid form to be complete and accepted by the City.

The Bidder proposes the following for the equipment or material categories so identified:

Equipment or Material Item	Specification Section	Supplier/Manufacturer (List One Only per Item)
N/A this project		

SECTION 00301-A
SUBCONTRACTOR LISTING

List proposed Subcontractors to be used for this Project regardless of racial or gender grouping in accordance with Section 00200 – Instructions Available To Bidders: Paragraph 1.13 – Submission of Bids. C. of the Contract Specifications.

<u>Firm Name</u> <u>Address and</u> <u>Telephone number</u>	<u>Trade</u>	<u>Estimate Dollar Amount</u>
* _____ _____ _____	_____ _____ _____	\$ _____ _____ _____
* _____ _____ _____	_____ _____ _____	\$ _____ _____ _____
* _____ _____ _____	_____ _____ _____	\$ _____ _____ _____
* _____ _____ _____	_____ _____ _____	\$ _____ _____ _____
* _____ _____ _____	_____ _____ _____	\$ _____ _____ _____

Project Title: _____

Contractor: _____

Address: _____

City, State: _____

*Use additional sheets if necessary.

END OF SECTION

The following disclosure is of all material facts pertaining to any felony conviction or any pending felony charges in the last three (3) years in this State or any other state or the United States against (1) bidder, (2) any business entity related to or affiliated with bidder, or (3) any present or former owner of bidder or of any such related or affiliated entity. This disclosure shall not apply to any person or entity which is only a stockholder, which person or entity owns twenty (20) percent or less of the outstanding shares of a bidder whose stock is publicly owned and traded:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Contractor: _____

City Bid No. 2021-08

SECTION 00301-C
LETTER OF COMPLIANCE WITH
THE FLORIDA TRENCH SAFETY ACT

Date: _____

NAME OF BIDDER: _____

TO: _____, OWNER

RE: CITY BID NO. 2021-08 ISABELLA BOULEVARD DRAINAGE IMPROVEMENTS

GENTLEMEN:

This letter is written to give assurances that as Contractor for the above-noted construction, we will comply with the applicable trench safety standards during the Work of this Contract.

We have considered the costs per linear foot for Trench Safety Measures and the cost per square foot for special shoring requirements, and have incorporated these costs into the various items on the Bid Form.

Consistent with the Florida, "Trench Safety Act", the following are separately-stated components of the various items:

Trench Safety Measure <u>Description</u>	<u>Unit of Price</u>	<u>Quantity</u>	<u>Unit of Price</u>	<u>Amount</u>
A. _____	_____	_____	_____	_____
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____
D. _____	_____	_____	_____	_____

In case quantities for Trench Safety Measures are understated, we shall provide the required quantities paid for by the margin already built into the Contract price, and in case quantities are overstated we will retain the excess amount and add it to changes in our margin. This provision shall in no way affect the Conditions of Contract relating to changes in the work or adjustments for differences between estimated Quantities in the Bid Form and measure-in-place completed work.

In case we subcontract any portion of the Work, which is subject to the "Trench Safety Act", we will be responsible for obtaining cost data and assurances of compliance with applicable trench safety standards from the subcontractor.

NAME OF BIDDER: _____

Sincerely,

_____, CONTRACTOR

(Authorized Signature)



City of Jacksonville Beach

1460A Shetter Avenue, Jacksonville Beach, FL 32250, (904) 247-6229

SECTION 00301-D BID AWARD NOTICE FORM

ITEMS BELOW TO BE COMPLETED BY THE CITY OF JACKSONVILLE BEACH

NOTICE: Items 1 to 6 are to be completed by the Bidder. The Bidder to submit the form to the City along with the Bid Documents.

1. _____
Company Name

2. _____
Address

3. _____
City, State and Zip

4. Attention: _____

5. Phone: _____ Fax: _____

6. E-mail address: _____

PLEASE PRINT CLEARLY

Bids were received and awarded for Bid No. 2021-08 per attached award memorandum and Bid tabulation sheet(s).

If awarded Bid please do not proceed with any orders or services prior to receiving an official City of Jacksonville Beach Purchase Order.

Thank you for your bid.

Sincerely,

CITY OF JACKSONVILLE BEACH

/s/Luis Flores
Property & Procurement

SECTION 00301-E
DRUG-FREE WORKPLACE COMPLIANCE FORM

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 of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Vendor's Signature

SECTION 00301-F
NON-BANKRUPTCY AFFADAVIT

STATE OF _____)

S
S

COUNTY OF _____)

_____ is an officer and member of the firm of
_____, being first duly sworn, deposes and states that;

1. The subsequent certification statement is a true and accurate statement as of the date shown below.
2. The affiant understands that the intentional inclusion of false, deceptive or fraudulent statements on this Non-Bankruptcy Affidavit constitutes fraud; and, that the City of Jacksonville Beach, Florida, considers such action on the part of the affiant to constitute good cause for denial, suspension, revocation, disqualification, or rejection of the bid for CITY BID NO: 2021-08 Isabella Boulevard Drainage Improvements
3. Certification Statement: This is to certify that the aforementioned firm has not filed for bankruptcy in the past seven (7) years and that no owner/officer or principal of the aforementioned firm has filed for bankruptcy personally in the past seven (7) years or has been an owner/officer or principal of a firm which has filed for bankruptcy in the past seven (7) years.

Affiant Signature

Sworn to before me this _____ day of _____, 20____ by _____.
(Name of affiant)

He/She is personally known to me or has produced _____ as identification.

Signature of Notary

Notary's Printed Name

Expiration of Notary's Commission

Affix Seal Here

SECTION 00410
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the City of Jacksonville Beach as City in the penal sum of, (5 percent of the Contract Bid) _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20____.

The condition of the above obligation is such that whereas the Principal has submitted to the City a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the City of Jacksonville Beach,

CITY OF JACKSONVILLE BEACH
Bid Number: 2021-08
Isabella Boulevard Drainage Improvements

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said principal shall not withdraw said bid within ninety (90) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then this obligation shall be void; otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be no way impaired or affected by an extension of the time within which the City may accept such Bid; and said Surety does hereby waive notice of any such extension.

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

WITNESS: (If Sole Ownership or Partnership, two (2) Witnesses required.)
(If Corporation, Secretary only will attest and affix seal.)

PRINCIPAL:

WITNESSES:

Name of Firm

Signature of Authorized Officer
(Affix Seal)

Title

Business Address

City State

SURETY:

WITNESS:

Corporate Surety

Attorney-in-Fact
(Affix Seal)

Business Address

City State

Name of Local Insurance Agency

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

(Corporate Secretary Seal)

STATE OF FLORIDA)

ss

COUNTY OF)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared _____ to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-in-Fact, for the _____ and that he has been authorized by _____ to execute the foregoing bond on behalf of the Contractor named therein in favor of the City, the _____

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

(Attach Power-of-Attorney
to original Bid Bond)

Notary Public
State of Florida-at-Large

My Commission Expires: _____

END OF SECTION

00410-2

SECTION 00480
NON-COLLUSION AFFADAVIT

STATE OF)
 SS
COUNTY OF)

_____, being first duly sworn deposes and says that:

1. He (it) is the _____,
of the Bidder that has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all
pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employee, or
parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed,
directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection
with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection
with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion or
communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached
Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price
in any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement
any advantage against (Recipient), or any person interested in the proposed Contract;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion,
conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents,
representatives, owners, employees or parties in interest, including his affidavit.

By: _____

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

20____, in the State of _____, County of _____.

_____, Notary Public

My Commission Expires: _____

END OF SECTION

SECTION 00500
CITY/CONTRACTOR CONTRACT AGREEMENT

CONTRACT AGREEMENT
for City Bid No. 2021-08
City of Jacksonville Beach, Property and Procurement

TITLE: Isabella Boulevard Drainage Improvements

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____ by and between the CITY OF JACKSONVILLE BEACH, FLORIDA, a municipality organized and existing under the laws of the State of Florida, hereinafter called CITY, and _____, hereinafter called CONTRACTOR:

WITNESSETH:

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1: Scope of Work

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents. The Work is generally described as follows:

CITY BID NO. 2021-08

**ISABELLA BOULEVARD DRAINAGE IMPROVEMENTS
FOR
THE CITY OF JACKSONVILLE BEACH, FLORIDA.**

All Work shall be performed in accordance with the Specifications titled "JACKSONVILLE BEACH WATER AND SEWER IMPROVEMENTS." Services shall be for all materials, equipment and services, including labor to perform the installation, of which the requirements and scope of services is detailed in:

Exhibit "A", Bid Form, Project Plans and Specifications, "JACKSONVILLE BEACH WATER AND SEWER IMPROVEMENTS".

Article 2: CITY'S Responsibility

Access to Work Area: The CITY shall provide the CONTRACTOR access to all areas in which services are to be performed.

Article 3: Terms of Agreement

The CONTRACTOR shall complete the total contract within **one hundred and twenty (120)** consecutive calendar days after Notice to Proceed is given. Project construction shall be phased and completed as identified in Section 01010 Summary of Work.

It is mutually agreed that time is of the essence and should the CONTRACTOR fail to complete the work within the specified time, or any authorized extension thereof, there shall be deducted from the compensation otherwise to be paid to the CONTRACTOR, and the CITY will retain the

amount of Five Hundred Dollars (\$500) per calendar day as fixed, agreed, and liquidated damages for each calendar day elapsing beyond the specified time for completion or any authorized extension thereof, which sum shall represent the actual damages which the CITY will have sustained by failure of the CONTRACTOR to complete the work within the specified time; it being further agreed that said sum is not a penalty, but is the stipulated amount of damages sustained by the CITY in the event of such default by the CONTRACTOR.

Article 4: Nonexclusive Contract

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the CONTRACTOR. This Contract shall not restrict the CITY from acquiring similar, equal or like goods and/or services from other entities or sources.

Article 5: Payment to Contractor

The CONTRACTOR agrees to provide services as described in the CONTRACT DOCUMENTS and comply with the terms therein.

5.1 *For Basic Services:* CITY shall pay CONTRACTOR for Contractual Services performed or furnished under the

Exhibit “A”, Bid Form, Project Plans and Specifications, “JACKSONVILLE BEACH WATER AND SEWER IMPROVEMENTS.”

5.2 *For Additional Services:* Notwithstanding the scope of work enumerated in

Exhibit “A”, Bid Form, Project Plans and Specifications, “JACKSONVILLE BEACH WATER AND SEWER IMPROVEMENTS”,

The CONTRACTOR will, upon written request from the CITY, provide any and all other services normally falling within the services offered by the CONTRACTOR. In advance of performance of additional services, CITY and CONTRACTOR shall agree in writing to the additional services and negotiated price, consistent with the type of services requested.

5.3 *Invoices.*

A. *Preparation of Invoices:* Invoices will be prepared by CONTRACTOR in triplicate on AIA Documents G702 and G703 and submitted to CITY by CONTRACTOR unless otherwise agreed. The amount billed in each invoice will be calculated as set forth herein. Ten percent (10%) retainage will be withheld until such time as the project has been 50% completed at which time, the retainage will be reduced to 5% until all As-Built plans, Release of Liens and all other required close-out documents are provided to and approved by the CITY.

B. *Payment of Invoices:* Invoices are due and payable within 30 days of receipt.

C. *Disputed Invoices:* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

5.4 *Payment Upon Termination:* In the event of termination, CONTRACTOR will be entitled to be paid for all services performed or furnished through the effective date of termination.

5.5 Records of CONTRACTOR'S cost: Records of CONTRACTOR'S cost pertinent to CONTRACTOR'S compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. Upon the CITY'S request, copies of such records will be made available by the CONTRACTOR to the CITY, at no cost to the CITY.

Article 6: Standards of Performance

CONTRACTOR and CITY shall comply with applicable Laws, Regulations, and CITY -mandated standards. This Agreement is based on these requirements as of its Effective Date and includes the attached:

Exhibit "A", Bid Form, Project Plans and Specifications, "JACKSONVILLE BEACH WATER AND SEWER IMPROVEMENTS",

Changes to these requirements after the Effective Date may be the basis for modifications to CONTRACTOR'S scope of work, times of performance, or compensation.

Article 7: Contractor as Independent Contractor

It is expressly agreed and understood that the CONTRACTOR is in all respects, an independent contractor as to the WORK and is in no respect an agent, servant, or employee of the CITY. This Agreement specifies the WORK to be done by the CONTRACTOR, but the method to be employed to accomplish the WORK shall be the responsibility of the CONTRACTOR.

Article 8: Subcontracting

CONTRACTOR may subcontract services to be performed hereunder with prior approval of the CITY. No such approval will be construed as making the CITY a party of or to such subcontract, or subjecting the CITY to liability of any kind to any subcontract. No subcontract shall, under any circumstances, relieve the CONTRACTOR of its liability and obligation under this Agreement; and despite any such subcontracting, the CITY shall deal through the CONTRACTOR, and subcontractors will be dealt with as workers and representatives of the CONTRACTOR.

Article 9: Authorized Project Representatives

Upon the execution of this Agreement, CONTRACTOR and CITY shall designate specific individuals to act as representatives with respect to the services to be performed or furnished by CONTRACTOR and responsibilities of CITY under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the WORK on behalf of each respective party.

Article 10: Inspection of Work

The CONTRACTOR shall furnish the CITY or the CITY'S representative with every reasonable opportunity for determining whether or not the WORK is performed in accordance with the requirements of this Agreement. The CITY may appoint persons to inspect the CONTRACTOR'S operations, equipment, and performance, and the CONTRACTOR shall permit these persons to make such inspections.

Article 11: Right to Require Performance

The failure of either the CITY or CONTRACTOR at any time to require performance by the other party of any provisions hereof shall in no way affect the right of the performing party thereafter to enforce the same. Nor shall waiver by such party of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

Article 12: Extraordinary Occurrences

It is agreed that in no event shall the CITY or CONTRACTOR be liable or responsible to each other or to other persons for damages resulting from deficiencies or delays in the work herein provided for, where such deficiencies or delays result from Acts of God, fire, natural disaster, or any other cause not within reasonable control of the CITY or the CONTRACTOR. The CONTRACTOR recognizes the essential nature of the services to be performed hereunder and will use its best efforts to discharge its functions despite such extraordinary occurrences.

Article 13: Insurance

13.1 *Hold Harmless*: The CITY shall be held harmless against all claims for bodily injury, disease, death, personal injury, and damage to property or loss of use resulting there from, to the extent caused by the CONTRACTOR, unless such claims are a result of the CITY'S sole negligence.

13.2 *Payment on Behalf* of the CITY: The CONTRACTOR agrees to pay on behalf of the CITY, the CITY'S legal defense, for all claims described herein. Such payment on behalf of the CITY shall be in addition to all other legal remedies available to the CITY and shall not be considered to be the CITY's exclusive remedy.

13.3 *Loss Control/Safety*: Precaution shall be exercised at all times by the CONTRACTOR for the protection of all persons, employees, and property. The CONTRACTOR shall comply with all laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action where loss control and safety measures should reasonably be expected.

13.4 *Proof of Carriage of Insurance & Naming CITY as Additional Insured*. The CONTRACTOR shall furnish the City with satisfactory proof of carriage of insurance required herein. The CONTRACTOR shall name the City of Jacksonville Beach (CITY) as additional insured on the CONTRACTOR's, and any sub-consultant's or sub-contractor's Public Liability, Property Damage and Comprehensive Automobile Liability Insurance Policies. The additional insured shall be provided the same coverage as the primary insured for losses arising from work performed by the CONTRACTOR or its sub-consultant's or subcontractor's. The proof of carriage or a copy of all policies shall be required prior to commencement of any work under this Contract.

The CITY may order work to be stopped if conditions exist that present immediate danger to persons or property. The CONTRACTOR acknowledges that such stoppage will not shift responsibility for any damages from the CONTRACTOR to the CITY.

- 13.5 *Insurance Requirements. Basic Coverage's Required:* During the term of this contract, the CONTRACTOR shall procure and maintain the following-described insurance and/or self-insurance except for coverage's specifically waived by the CITY. All policies and insurers must be acceptable to the CITY.

These insurance requirements shall not limit the liability of the CONTRACTOR. The CITY does not represent these types of amounts of insurance to be sufficient or adequate to protect the CONTRACTOR'S interests or liabilities, but are merely minimums.

A. Workers Compensation Coverage is required.

The CONTRACTOR and all subcontractors shall purchase and maintain worker's compensation insurance for all workers compensation obligations imposed by state law with employers' liability limits of at least \$100,000 each accident, \$100,000 each employee and \$500,000 policy limit for disease.

The CONTRACTOR and all subcontractors shall also purchase any other coverages required by law for the benefit of employees.

B. General Liability Coverage is required for all Contractors and Subcontractors.

Commercial General Liability in Occurrence Form.

Coverage A shall include Bodily Injury and Property Damage coverage for liability claims arising from premises, operations, contractual liability, independent Contractors, products and complete operations and including but not limited to coverage for claims resulting from explosion, collapse, or underground (x,c,u) exposures (if any).

Coverage B shall include personal injury and **is required**

Coverage C, medical payments **is not required**.

Amounts: Bodily Injury:	\$1,000,000	each occurrence
	\$1,000,000	aggregate
Property Damage:	\$1,000,000	each occurrence
	\$1,000,000	aggregate

C. Products and Completed Operations are required for Contractor and all Subcontractors.

Amounts:	\$1,000,000	aggregate
----------	-------------	-----------

D. Business Auto Liability Coverage is required for Contractor and all Subcontractors.

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance, or use of any vehicle, including owned, non-owned and hired vehicles, and employee non-ownership use.

Amounts: Bodily Injury:	\$1,000,000	each occurrence
	\$1,000,000	aggregate

Property Damage:	\$1,000,000	each occurrence
	\$1,000,000	aggregate

E. Professional Liability is not required.

F. Pollution Liability required of all Contractors and Subcontractors.

The CITY requires Pollution/Environmental Liability insurance covering cleanup costs including on-site discovery and third party liability, on-site and off-site third party pollution liability coverage, natural resources damage coverage.

Limits of Liability:	\$1,000,000	each pollution event limit
	\$1,000,000	aggregate policy limit

G. Excess or Umbrella Liability Coverage.

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverage.

H. Claims Made Coverage – No Gap

If any of the required liability insurance is provided on a “claims made” form, such coverage shall extend for a period of not less than 36 months following completion of the contract. In the event of termination of a claims made policy, extended coverage may be provided by assurance that extended discovery coverage of at least 36 months will be purchased from the expiring insurer, or by assurance that the succeeding insurer will provide retroactive coverage with an inception date of at least on or before the effective date of this contract.

I. Certificates of Insurance

Required insurance shall be documented in Certificates of Insurance which provide that the CITY shall be notified at least thirty (30) calendar days in advance of cancellation, non-renewal, or adverse change.

New Certificates of Insurance are to be provided to the CITY at least fifteen (15) calendar days prior to coverage renewals.

If requested by the CITY, the CONTRACTOR shall furnish complete copies of the CONTRACTOR’s insurance policies, forms, and endorsements.

For Commercial General Liability coverage, the CONTRACTOR shall at the option of the CITY, provide an indication of the amount of claims, payments, or reserves chargeable to the aggregate amount of liability coverage. NOTE: Any sub-contractors approved by the CITY shall be required to provide proof of insurance identical in amounts as required by the contract to perform related services. All coverages shall name the CITY as “additional insured”.

Receipt of certificates or other documents of insurance or policies or copies of policies by the CITY, or by any of its representatives, which indicate less coverage than required will not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements herein.

Article 14: Termination

The obligation to provide further services under this Agreement may be terminated:

14.1 *For cause.* By either the CITY or CONTRACTOR upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

14.2 *For convenience.* By the CITY, effective upon the receipt of notice by CONTRACTOR. The CITY'S performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the City Council.

Article 15: Indemnification

A: General Indemnity. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, indemnify and pay on behalf of the CITY, CITY's officers, directors, partners, agents, contractors, and employees from and against any and all costs, losses, and damages, including claims for bodily injury, disease, death, personal injury and damage to property or loss of use resulting therefrom, and for professional liability, (including, but not limited to all fees and charges of contractors, architects, attorneys, and other professionals, and all court, arbitration, or other resolution costs) caused by the negligent acts or omissions of CONTRACTOR or CONTRACTOR's officers, directors, partners, agents, contractors, employees, and CONTRACTOR's consultants, agents, and contractors in the performance and furnishing of CONTRACTOR's services under this Agreement, unless such claims are a result of the CITY's sole negligence. Such payments on behalf of the CITY shall be in addition to all other legal remedies available to the CITY and shall not be considered to be the CITY's exclusive remedy.

B: Copyright and Intellectual Property Rights. At CONTRACTOR's expense as described herein, CONTRACTOR shall indemnify, defend and hold CITY and its affiliates and their respective directors, officers, employees, and contractors and agents harmless from and against any claims that any of the professional services allegedly infringe a patent, copyright, trademark, trade secrets or other intellectual property right by defending against such claim and paying all amounts that a court awards or that CONTRACTOR agrees to in settlement of such claim. CONTRACTOR shall also reimburse the CITY for all reasonable expenses incurred by the CITY in respect of each claim. To qualify for such defense and payment, CITY must: (i) give CONTRACTOR prompt written notice of such claim; and (ii) allow CONTRACTOR to control, and fully co-operate with CITY in the defense and all related negotiations. CONTRACTOR's obligation under this Section is conditional upon CITY's agreement that, if the professional services become, or in CONTRACTOR's opinion (as stated in writing to CITY by CONTRACTOR) is likely to become the subject of an infringement claim, then CITY shall permit CONTRACTOR, at CONTRACTOR's expense, either to procure the right for CITY to continue to use such intellectual property contained in the professional services or to replace or modify it so that it becomes non-infringing and retains in all material respects comparable functionality in

the CITY's environment. CONTRACTOR shall have no obligation with respect to any claim to the extent it is based on (i) CITY's use of the intellectual property contained in the professional services in violation of this Agreement; (ii) modifications or user controlled features not authorized by CONTRACTOR; (iii) custom programming for which CONTRACTOR does not develop the specifications or where the code at issue is supplied by CITY. This subsection states CONTRACTOR's entire obligation regarding intellectual property right infringement.

Article 16: Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon date of receipt.

Article 17: Survival

All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

Article 18: Severability

Any provision or part of the agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the CITY and CONTRACTOR, who agree that the Agreement shall 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.

Article 19: Waiver

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Article 20: Headings

The headings used in this Agreement are for general reference only and do not have special significance.

Article 21: Contract Documents

The Contract Documents which comprise the entire Agreement between the CITY and CONTRACTOR consist of the following, which are made a part thereof:

21.1 Contract Agreement (pages 1 to 13, inclusive).

21.2 Exhibit "A", Bid Form, Project Plans and Specifications, "JACKSONVILLE BEACH WATER AND SEWER IMPROVEMENTS", in total.

21.3 Attachment "B": Bid Proposal Packet submitted by Contractor in response to Exhibit "A", Bid Form, Project Plans and Specifications, "JACKSONVILLE BEACH WATER AND SEWER IMPROVEMENTS", including, but not limited to:

- A. Addendum numbers __ through __ inclusive.
- B. Change Orders, Field Orders or written amendments duly delivered after execution of Agreement.
- C. All applicable provisions of State and Federal Law and any modification, thereof, and State of Florida Contract Provisions.

There are no Contract Documents other than those listed above in this Article 21. The Contract Documents may only be altered, amended, or repealed in accordance with the Terms and Conditions.

Article 22: Governing Law

This agreement shall be governed by the laws of the State of Florida. Both parties agree that the courts of the State of Florida shall have jurisdiction of any claim arising in connection with this agreement. In the event of litigation arising out of this agreement, the prevailing party shall be entitled to the award of attorney's fees and costs at both the trial and appellate level.

Article 23: Materials and Services

The professional fees for the CONTRACTOR's services are set forth on the "Fee Schedule" as contained in the CONTRACTOR's submitted proposal and made part hereof.

Expenses for all work and services performed as provided within this Agreement will be estimated in advance and submitted to the CITY for approval prior to performance. Furthermore, any expenses above the initial estimated expenses must be approved in advance by the CITY.

Article 25: General Terms

The CONTRACTOR shall hold harmless and defend the CITY, its officers, agents, and employees from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description and all costs, including attorney fees, arising under this Agreement, including claims for property damage and claims for injury to or death of persons arising out of or occurring as a result of any act or omission of the CITY, its officers, agents, or employees in the performance of its obligation to the CITY, other than claims arising from the intentional or negligent acts or omissions of the CITY, its officers, agents, or employees.

The CONTRACTOR without exception shall indemnify and hold harmless the CITY, its officers, agents, and employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of this Agreement, including use by the CITY.

It is agreed that all materials and information furnished to the CONTRACTOR by the CITY or to the CITY by the CONTRACTOR shall remain confidential, except to the extent that such materials and information have become a matter of public record, and such materials and information shall not be divulged except as required under this Agreement or by the Laws of the State of Florida.

Article 26. Public Records Law Chapter 119 Florida Statutes

The Parties acknowledge that the CITY is a governmental entity subject to the Florida Public Records Law, as governed by Chapter 119, Florida Statutes. In accordance with Section 119.0701, Florida Statutes, the following provisions are included in this contract:

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 THE CITY OF JACKSONVILLE BEACH, CITY CLERK'S OFFICE:

TELEPHONE NUMBER: 904-247-6250 EXT # 11
EMAIL ADDRESS: CITYCLERK@JAXBCHFL.NET
MAILING ADDRESS: 11 NORTH THIRD STREET
JACKSONVILLE BEACH, FL 32250

The CONTRACTOR must keep and maintain public records required by the CITY to perform the service. The CONTRACTOR acknowledges that upon request from the CITY, the CONTRACTOR must provide the CITY with a copy of the requested records or allow the record to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The CONTRACTOR must ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if The CONTRACTOR does not transfer the records to the CITY. Upon completion of the contract, The CONTRACTOR shall transfer, at no cost to the CITY, all public records in their possession OR keep and maintain all public records required by the CITY to perform the service contemplated herein. If The CONTRACTOR transfers all public records to the CITY upon completion of the contract, The CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If The CONTRACTOR keeps and maintains the 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 CITY, upon request from the CITY, in a format that is compatible with the CITY's information technology systems.

The CONTRACTOR acknowledges that a request to inspect or copy public records relating to a CITY's contract for services must be made directly to the CITY. If the CITY does not possess the requested records, the CITY shall immediately notify The CONTRACTOR of the request, and The CONTRACTOR must provide the records to the CITY or allow the records to be inspected or copied within a reasonable time. If The CONTRACTOR fails to provide the public records to the CITY within a reasonable time it may be subject to penalties under s. 119.10, Florida Statutes. The CONTRACTOR acknowledges its potential liability pursuant to Section 119.0701(4), Florida Statutes, if the CITY has to seek legal action to compel The CONTRACTOR to produce public records relating to a CITY's contract for services.

Article 27: Dispute Resolution

- 27.1 CITY and CONTRACTOR agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under other provisions of this Agreement, or under law.
- 27.2 This Section shall survive completion or termination of this Agreement.

----- **NOTHING ELSE FOLLOWS ON THIS PAGE** -----

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to CITY and CONTRACTOR. All portions of the Contract Document have been signed or identified by CITY and CONTRACTOR on their behalf.

This agreement will be effective on _____.

CITY: CITY OF JACKSONVILLE BEACH, FLORIDA

BY: _____
Christine H. Hoffman, Mayor

BY: _____
Mike Staffopoulos, City Manager

ATTEST: _____
Sheri Gosselin, Acting City Clerk

Date Signed: _____

CONTRACTOR: _____

BY: _____

PRINTED NAME: _____

TITLE: _____

(CORPORATE SEAL)

ATTEST: _____

Date Signed: _____

PRINTED NAME: _____

AGENT FOR SERVICE OF PROCESS

CITY:

Address for Giving Notices:

City of Jacksonville Beach

1460A Shetter Avenue

Jacksonville Beach, Florida 32250

Designated Representative
(Article 9):

Name: _____

Title: _____

Phone Number: _____

CONTRACTOR:

Address for Giving Notices:

Designated Representative
(Article 9):

Name: _____

Title: _____

Phone Number: _____

SECTION 00610
PERFORMANCE BOND

STATE OF FLORIDA)
 ss
COUNTY OF)

KNOW ALL MEN BY THESE PRESENTS that _____
_____ as Principal, hereinafter called CONTRACTOR, _____
_____ as Surety, hereinafter called Surety, are held and firmly bound unto the CITY of Jacksonville
Beach as Obligee, hereinafter called CITY, in the amount of _____ Dollars
(\$_____) equal to 100% of the total contract price, for the payment whereof CONTRACTOR and Surety bind
themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____, 20____, entered into a
Contract with CITY for:

CITY OF JACKSONVILLE BEACH
Bid Number: 2021-08
Isabella Boulevard Drainage Improvements

in accordance with Drawings and Specifications prepared by Four Waters Engineering, Inc., which Contract is by
reference made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that, if the Principal shall in
all respects promptly and faithfully perform and comply with the terms and conditions of said Contract and his obligations
thereunder and shall indemnify the CITY and the Consulting Engineer and save either or all of them harmless against and
from all costs, expenses and damages arising from the performance of said Contract or the repair of any work thereunder,
then this obligation shall be void; otherwise, this Bond shall remain in full force and effect, in accordance with the
following terms and conditions:

- A. The Principal and Surety jointly and severally agree to pay the CITY any difference between the sum to which
the said Principal would be entitled on the completion of the Contract, and that sum which the CITY may be
obliged to pay for the completion of said work by Contract or otherwise, and any damages, direct or indirect or
consequential, which the said CITY may sustain on account of such work, or on account of the failure of said
CONTRACTOR to properly and in all things, keep and execute all of the provisions of said Contract.
- B. And this Bond shall remain in full force and effect for a period of one (1) year from the date of acceptance of the
project by the CITY and shall provide that the CONTRACTOR guarantees to repair or replace for said period of
one (1) year all work performed and materials and equipment furnished that were not performed or furnished
according to the terms of the Contract, and shall make good, defects thereof which have become apparent before
the expiration of said period of one (1) year. If any part of the project, in the judgment of the CITY, for the
reasons above stated needs to be replaced, repaired or made good during that time, the CITY shall so notify the
CONTRACTOR in writing. If the CONTRACTOR refuses or neglects to do such work within five (5) days
from the date of service of such Notice, the CITY shall have the work done by others and the cost thereof shall
be paid by the CONTRACTOR or his Surety.
- C. And the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration
or addition to the terms of the Contract or to the work to be performed thereunder or the specifications
accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive Notice of
any change, extension of time, alteration or addition to the terms of the Contract or to the work or to the
Specifications.

D. All Bonds shall be in the form prescribed by the Contract Documents or other form approved by Owner. All else notwithstanding, the terms of all Payment Bonds shall be substantially in the form prescribed by Chapter 255, Florida Statutes. All Bonds shall be executed by Contractor and a Surety licensed to transact such business in the State of Florida and named on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular Number 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. The Surety shall have an A.M. Best Financial Performance rating of no less than "A-." Contractor will cause the Bonds to be recorded with the Clerk of the Circuit Court in the county in which the Work is to be performed. Failure of the Contractor to deliver required Bonds in the form prescribed may constitute an event justifying termination for cause. The expense for all Bonds shall be Contractor's responsibility.

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

WITNESS: (If Sole Ownership or Partnership, two (2) Witnesses required).
(If Corporation, Secretary only will attest and affix seal).

PRINCIPAL:

Signature of Authorized Officer (Affix Seal)

WITNESSES:

Title
Business Address
City State

SURETY:

Corporate Surety

WITNESS:

Attorney-in-Fact (Affix Seal)
Business Address
City State

Name of Local Insurance Agency

CERTIFICATES AS TO CORPORATE PRINCIPAL

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

Secretary (Corporate Seal)

STATE OF FLORIDA)
 ss
COUNTY OF)

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared _____ to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-in-Fact, for the _____ and that he has been authorized by _____ to execute the foregoing bond on behalf of the CONTRACTOR named therein in favor of the _____.

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

(Attach Power of Attorney)

Notary Public
State of Florida-at-Large

My Commission Expires: _____

3. After the expiration of one (1) year from the performance of the labor or completion of delivery of the materials and supplies; it being understood, however, that if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof such limitations shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 4. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
- D. The Principal and the Surety jointly and severally, shall repay the CITY any sum which the CITY may be compelled to pay because of any lien for labor or materials furnished for any work included in or provided by said Contract.
- E. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration of or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications applicable thereto shall in any way affect its obligations on this Bond, and the Surety hereby waives notice of any such change, extension of time, alterations of or addition to the terms of the Contract, or to the work or to the Specifications.
- F. All Bonds shall be in the form prescribed by the Contract Documents or other form approved by Owner. All else notwithstanding, the terms of all Payment Bonds shall be substantially in the form prescribed by Chapter 255, Florida Statutes. All Bonds shall be executed by Contractor and a Surety licensed to transact such business in the State of Florida and named on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular Number 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. The Surety shall have an A.M. Best Financial Performance rating of no less than "A-." Contractor will cause the Bonds to be recorded with the Clerk of the Circuit Court in the county in which the Work is to be performed. Failure of the Contractor to deliver required Bonds in the form prescribed may constitute an event justifying termination for cause. The expense for all Bonds shall be Contractor's responsibility.

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

WITNESS: (If Sole Ownership or Partnership, two (2) Witnesses required).
(If Corporation, Secretary only will attest and affix seal).

PRINCIPAL:

Signature of Authorized Officer (Affix Seal)

WITNESSES:

Title

Business Address

City State

SURETY:

Corporate Surety

WITNESS:

Attorney-in-Fact (Affix Seal)

Business Address

City State

Name of Local Insurance Agency

CERTIFICATES AS TO CORPORATE PRINCIPAL

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

Secretary (Corporate Seal)

STATE OF FLORIDA)
 ss
COUNTY OF)

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared _____ to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-in-Fact, for the _____ and that he has been authorized by _____ to execute the foregoing bond on behalf of the CONTRACTOR named therein in favor of the _____.

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

(Attach Power of Attorney)

Notary Public
State of Florida-at-Large

My Commission Expires: _____

END OF SECTION

SECTION 00630 INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

GENERAL PROVISIONS

Hold Harmless: The City shall be held harmless against all claims for bodily injury, disease, death, personal injury, and damage to property or loss of use resulting there from, to the extent caused by the Contractor, unless such claims are a result of the City's sole negligence.

Payment on Behalf of the City: The Contractor agrees to pay on behalf of the City, the City's legal defense, for all claims described herein.

Such payment on behalf of the City shall be in addition to all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

Loss Control/Safety: Precaution shall be exercised at all times by the Contractor for the protection of all persons, employees, and property. The Contractor shall comply with all laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action where loss control and safety measures should reasonably be expected.

PROOF OF CARRIAGE OF INSURANCE & NAMING CITY AS ADDITIONAL INSURED

The Contractor shall furnish the City with satisfactory proof of carriage of insurance required herein. The Contractor shall name the City of Jacksonville Beach (City) as additional insured on the Contractor's, and any sub-consultant's or sub-contractor's Public Liability, Property Damage and Comprehensive Automobile Liability Insurance Policies. The additional insured shall be provided the same coverage as the primary insured for losses arising from work performed by the Contractor or its sub-consultant's or sub-contractor's. The proof of carriage or a copy of all policies shall be required prior to commencement of any work under this Contract.

The City may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any damages from the Contractor to the Organization.

INSURANCE REQUIREMENTS:

Insurance Requirements:

Basic Coverages Required: During the term of this contract, the Contractor shall procure and maintain the following-described insurance and/or self-insurance except for coverages specifically waived by the City. All policies and insurers must be acceptable to the City.

These insurance requirements shall not limit the liability of the Contractor. The City does not represent these types of amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities but are merely minimums.

Worker's Compensation Coverage is **required**.

The Contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and employer's liability limits of at least \$100,000.00 each accident, \$100,000.00 each employee and \$500,000.00 policy limit for disease.

The Contractor shall also purchase any other coverages required by law for the benefit of employees.

General Liability Coverage is **required**.

Commercial General Liability in Occurrence Form.

Coverage A shall include premises, operations, independent Contractors, and property damage resulting from explosion, collapse, or underground (x,c,u) exposures.

Coverage B shall include personal injury and is **required**.

Coverage C, medical payments is **not required**.

Amounts:	Bodily Injury:	\$1,000,000	each occurrence
		\$1,000,000	aggregate
	Property Damage:	\$1,000,000	each occurrence
		\$1,000,000	aggregate

Products and Completed Operations are **required**.

Amounts:	\$1,000,000	aggregate
----------	-------------	-----------

Business Auto Liability Coverage is **required**.

Business Auto Liability Coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non- ownership use.

Amounts:	Same as General Liability
----------	---------------------------

Professional Liability **NOT REQUIRED**.

Professional liability coverage shall include liability for the providing or failure to provide professional services

Excess or Umbrella Liability Coverage.

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

Claims Made Coverage – No Gap

If any of the required liability insurance is provided on a “claims made” form, such coverage shall extend for a period of not less than 36 months following completion of the contract. In the event of termination of a claims made policy, extended coverage may be provided by assurance that extended discovery coverage of at least 36 months will be purchased from the expiring insurer, or by assurance that the succeeding insurer will provide retroactive coverage with an inception date of at least on or before the effective date of this contract.

Certificates of Insurance.

Required insurance shall be documented in Certificates of Insurance which provide that the City shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

New Certificates of Insurance are to be provided to the City at least 15 days prior to coverage renewals.

If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.

For Commercial General Liability coverage, the Contractor shall at the option of the City, provide an indication of the amount of claims, payments, or reserves chargeable to the aggregate amount of liability coverage. NOTE: Any sub-contractors approved by the City shall be required to provide proof of insurance identical in amounts as required by the contract to perform related services. All coverages shall name the City as "additional insured".

Receipt of certificates or other documents of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required will not constitute a waiver of the successful proposer(s)' obligation to fulfill the insurance requirements herein.

END OF SECTION

SECTION 00700 GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Addenda: Written or graphic instruments issued prior to the opening of Bids, which clarify, correct or change the bidding documents or the Contract Documents.

Agreement: The written agreement between CITY and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

Application for Payment: The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

Bid: The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bidding Documents: The Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

Bonds: Bid, performance and payment bonds and other instruments of security.

Change Order: A document which is signed by CONTRACTOR and CITY and directs or authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

Contract Documents: The Bidding Documents, Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all amendments, modifications and supplements issued pursuant to paragraphs 3.4 and 3.5 on or after the Effective Date of the Agreement.

Contract Price: The moneys payable by CITY to CONTRACTOR under the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.9.1, in the case of Unit Price Work).

Contract Time: The number of days (computed as provided in paragraph 16.2) or the date stated in the Agreement for the completion of the Work.

CONTRACTOR: The person, firm or corporation with whom CITY has entered into the Agreement.

Defective: An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by CITY at Substantial Completion in accordance with paragraph 14.8 or 14.10).

Drawings: The drawings which show the character and scope of the Work to be performed and which have been

prepared or approved by ENGINEER and are referred to in the Contract Documents.

Effective Date of the Agreement: The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

ENGINEER: The person, firm or corporation named as such in the Agreement, or as otherwise designated by the CITY.

Field Order: A written order issued by ENGINEER which orders minor changes in the Work in accordance with paragraph 9.5 but which does not involve a change in the Contract Price or Contract Time.

General Requirements: Sections of Division 1 of the Specifications.

Laws and Regulations; Laws or Regulations: Laws, rules, regulations, ordinances, codes and/or orders.

Notice of Award: The written notice to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, CITY will sign and deliver the Agreement.

Notice to Proceed: A written notice given to CONTRACTOR fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR'S obligations under the Contract Documents.

CITY: The public body or authority, corporation, association, firm or person with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.

Partial Utilization: Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the Work.

Project: The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

Project Manual: The title of the bound documentary information prepared for a construction project and includes bidding requirements, conditions of contract and product specifications.

Resident Project Representative: The authorized representative of ENGINEER or CITY who is assigned to the site or any part thereof.

Shop Drawings: All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams, and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

Subcontractor: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

Substantial Completion: The point at which, in the opinion of ENGINEER as evidenced by ENGINEER's definitive certificate of Substantial Completion, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, that it can be utilized for the purposes for which it is

intended; or if there be no such certificate issued, when final payment is due in accordance with paragraph 14.13. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

Supplementary Conditions: The part of the Contract Documents which amends or supplements these General Conditions.

Supplier: A manufacturer, fabricator, supplier, distributor, material man or vendor.

Underground Facilities: All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

Unit Price Work: Work to be paid for on the basis of unit prices.

Work: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the act of and results of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

Work Directive Change: A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.2 or 4.3 or to emergencies under paragraph 6.22. A Work Directive Change may not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time as provided in paragraph 10.2

Written Amendment: A written amendment of the Contract Documents, signed by CITY and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the non-engineering or nontechnical rather than strictly Work-related aspects of the Contract Documents.

ARTICLE 2 - PRELIMINARY MATTERS

Delivery of Bonds:

2.1. When CONTRACTOR delivers the executed Agreements to CITY, CONTRACTOR shall also deliver to CITY such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

Copies of Documents:

2.2 CITY shall furnish to CONTRACTOR up to five copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

Commencement of Contract Time; Notice to Proceed:

2.3 The Contract Time shall commence to run on the date indicated in the Notice to Proceed. In no event will the starting date included in the Notice to Proceed be later than the seventy-fifth day after the Effective Date of the Agreement.

Starting the Project:

- 2.4 CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no work shall be done at the site prior to the date on which the Contract Time commences to run.

Before Starting Construction:

- 2.5 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to CITY or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.
- 2.6 Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for review:
- 2.6.1. an estimated progress schedule indicating the starting and completion dates of the various stages of the Work;
 - 2.6.2 a preliminary schedule of Shop Drawing submissions; and
 - 2.6.3 a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work, which will be confirmed in writing by CONTRACTOR at the time of submission.
- 2.7 Before any Work at the site is started, CONTRACTOR shall deliver to CITY, with a copy to ENGINEER, certificates showing the existence of insurance (and other evidence of insurance required by CITY and/or the Contract Documents) which CONTRACTOR is required to purchase and maintain in accordance with paragraphs 5.3 and 5.4.

Preconstruction Conference:

- 2.8 Before CONTRACTOR starts the Work at the site, a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to discuss the schedules referred to in paragraph 2.6, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

Finalizing Schedules:

- 2.9 At least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to finalize the schedules submitted in accordance with paragraph 2.6. The finalized progress schedule will be acceptable to ENGINEER as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on ENGINEER responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility therefor. The finalized schedule of Shop Drawing submissions will be acceptable to ENGINEER as providing a workable arrangement for processing the submission. The finalized schedule of values will be acceptable to ENGINEER as to form and substance.

ARTICLE 3 - CONTRACT DOCUMENTS, INTENT, AMENDING, REUSE

Intent:

- 3.1 The Contract Documents comprise the entire agreement between CITY and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.
- 3.2 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. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result will be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of CITY, CONTRACTOR or ENGINEER, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to ENGINEER, or any of ENGINEER's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provision of paragraph 9.15 or 9.16. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in paragraph 9.4. The Agreement shall take precedence over all Contract Documents. The various Contract Documents shall be given precedence, in case of conflicts, error or discrepancy as follows: Agreement Modifications, Agreement, Technical Specifications, Supplementary Conditions, General Conditions, and Drawings. In the event of inconsistencies in the same order of precedence, the more expensive and/or stringent will be required. Full size details shall take precedence over scale drawings and large scale drawings shall take precedence over small scale drawings. Dimensions given in figures shall take precedence over scaled dimensions. Actual job dimensions shall take precedence over scale and figure dimensions on the drawings.
- 3.3 If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to ENGINEER in writing at once and, before proceeding with the Work affected thereby, shall obtain a written interpretation or clarification from ENGINEER; however, CONTRACTOR shall not be liable to CITY or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

Amending and Supplementing Contract Documents:

- 3.4 The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:
 - 3.4.1 a Written Amendment,
 - 3.4.2 a Change Order (pursuant to paragraph 10.4), or
 - 3.4.3 a Work Directive Change (pursuant to paragraph 10.1).
- As indicated in paragraphs 11.2 and 12.1, Contract Price and Contract Time may only be changed by a Change Order or a Written Amendment.
- 3.5. In addition, the requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized, in one or more of the following ways:
 - 3.5.1 a Field Order (pursuant to paragraph 9.5),

- 3.5.2 ENGINEER's approval of a Shop Drawing or sample (pursuant to paragraphs 6.26 and 6.27), or
- 3.5.3 ENGINEER's written interpretation or clarification (pursuant to paragraph 9.4).

Reuse of Documents:

- 3.6 Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with CITY shall have or acquire any title to or CITYship rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not reuse any of them on extensions of the Project or any other project without written consent of CITY and ENGINEER and specific written verification or adaptation by ENGINEER.

ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

Availability of Lands:

- 4.1 CITY shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by CITY, unless otherwise provided in the Contract Documents. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Physical Conditions:

4.2.1 Explorations and Reports:

Reference is made to the Supplementary Conditions for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, but not upon nontechnical data, interpretations or opinions contained therein or for the completeness thereof for CONTRACTOR's purposes including means, methods, techniques, sequences and procedures of construction. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to subsurface conditions at the site.

4.2.2 Existing Structures:

Reference is made to the Supplementary Conditions for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities referred to in paragraph 4.3) which are at or contiguous to the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR's purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures.

4.2.3 Report of Differing Conditions:

If CONTRACTOR believes that:

- 4.2.3.1 any technical data on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is inaccurate, or

4.2.3.2 any physical condition uncovered or revealed at the site differs materially from that indicated, reflected or referred to in the Contract Documents,

CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work in connection therewith (except in an emergency as permitted by paragraph 6.22), notify CITY and ENGINEER in writing about the inaccuracy or difference.

4.2.4 ENGINEER's Review:

ENGINEER will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise CITY in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

4.2.5 Possible Document Change:

If ENGINEER concludes that there is a material error in the Contract Documents or that because of newly discovered conditions a change in the Contract Documents is required, a Work Directive Change or a Change Order will be issued as provided in Article 10 to reflect and document the consequences or the inaccuracy of difference.

4.2.6 Possible Price and Time Adjustments:

In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such inaccuracy or difference. If CITY and CONTRACTOR are unable to agree as to the amount or length thereof, a claim may be made therefor as provided in Articles 11 and 12.

Physical Conditions -- Underground Facilities:

4.3.1 Shown or Indicated:

The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to CITY or ENGINEER by the CITYs of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

4.3.1.1 CITY and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and,

4.3.1.2 CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the CITYs of such Underground Facilities during construction, for the safety and protection thereof as provided in paragraph 6.20 and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

4.3.2 Not Shown or Indicated:

If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted by paragraph 6.22), identify the CITY of such Underground Facility and give written notice thereof to that CITY and to CITY and ENGINEER. ENGINEER will promptly review the Underground Facility to determine the extent to which the Contract

Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraphs 6.20.

Reference Points:

- 4.4 CITY will provide engineering surveys to establish reference points for construction as indicated on the Drawings which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the General Requirements, Division I), shall protect and preserve the established reference points and shall make no changes or relocations without prior written approval of CITY. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grade or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5 - BONDS AND INSURANCE

Performance and Other Bonds:

- 5.1 CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by the Contract Documents.

- 5.1.1 The following requirements shall be met by all surety companies furnishing bid, performance, payment or other type of bonds:

5.1.1.1. 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., of 75 Fulton Street, New York, New York, 10038.

5.1.1.2. The Surety shall be listed on the U. S. Department of Treasury, Fiscal Service, Bureau of Government Financial Operations, Circular 570 (latest Revision) entitled, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies", and be authorized to do business in the state where the Project is located.

5.1.1.3. All Surety Companies are subject to approval and may be rejected by the CITY without cause, in the same manner that bids may be rejected.

- 5.1.2 Limitations: Bonding Limits or Bonding Capacity refer to the limit or amount of Bond acceptable on any one risk.

5.1.2.1. The bonding limit of the Surety shall not exceed ten percent (10%) of the policyholder surplus (capital and surplus) as listed by the aforementioned Best's Key Rating Guide, on any one risk (penalty or amount of any one bond).

- 5.1.3 Requirements:

5.1.3.1. Policy Holders Surplus is required to be five (5) times the amount of any one bond.

5.1.3.2. 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 CITY.

- 5.2 If the surety on any Bond furnished by CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.1, CONTRACTOR shall within five days thereafter substitute another Bond and Surety, both of which must be acceptable to CITY.

Contractor's Liability Insurance:

- 5.3 CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance and furnishing of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed or furnished by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:
- 5.3.1 Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts;
 - 5.3.2 Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;
 - 5.3.3 Claims for damages because of bodily injury, sickness or disease, or death of any CONTRACTOR's employees;
 - 5.3.4 Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (b) by any other person for any other reason;
 - 5.3.5 Claims for damages other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom;
 - 5.3.6 Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and
 - 5.3.7 Claims for damages because of bodily injury or death of any person or property damage arising out of the CITYship, maintenance or use of any motor vehicle.

The insurance required by this paragraph 5.3 shall include the specific coverages and be written for not less than the limits of liability and coverages provided in the Supplementary Conditions, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty days' prior written notice has been given to CITY and ENGINEER by certified mail. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work in accordance with paragraph 13.12. In addition, CONTRACTOR shall maintain such completed operations insurance for at least two years after final payment and furnish CITY with evidence of continuation of such insurance at final payment and one year thereafter.

Contractual Liability Insurance:

- 5.4 The comprehensive general liability insurance required by paragraph 5.3 will include contractual liability insurance applicable to CONTRACTOR's obligations under paragraphs 6.30 and 6.31.

Property Insurance:

- 5.5 Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall include the interests of CITY, CONTRACTOR, Subcontractors, ENGINEER and ENGINEER's consultants in the Work, all of whom shall be listed as insured's or additional insured parties, shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in the Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals). If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, CONTRACTOR shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment.
- 5.6 CONTRACTOR shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of CITY, CONTRACTOR, Subcontractors, ENGINEER AND ENGINEER's consultants in the Work, all of whom shall be listed as insured or additional insured parties.
- 5.7 All the policies of insurance (or the certificates or other evidence thereof) required to be purchased and maintained by CONTRACTOR in accordance with paragraphs 5.5 and 5.6 will contain a provision or endorsement that the coverage afforded will not be cancelled or materially changed or renewal refused until at least thirty days' prior written notice has been given to CITY by certified mail and will contain waiver provisions in accordance with paragraph 5.10.2.
- 5.8 CITY shall not be responsible for purchasing and maintaining any property insurance to protect the interests of CONTRACTOR, Subcontractors or others in the Work to the extent of any deductible amounts that are provided in the Supplementary Conditions. The risk of loss within the deductible amount will be borne by CONTRACTOR, Subcontractor or others suffering any such loss and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- 5.9 If CITY requests in writing that other special insurance be included in the property insurance policy, CONTRACTOR shall, if possible, include such insurance and cost thereof will be charged to CITY by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the site, CONTRACTOR shall in writing advise CITY whether or not such other insurance has been procured by CONTRACTOR.

Waiver of Rights:

- 5.10.1. CITY and CONTRACTOR waive all rights against each other for all losses and damages caused by any of the perils covered by the policies of insurance provided in response to paragraphs 5.5 and 5.6 and any other property insurance applicable to the Work, and also waive all such rights against the Subcontractors, ENGINEER, ENGINEER's consultants and all other parties named as insured's in such policies for losses and damages so caused. As required by paragraph 6.11, each subcontract between CONTRACTOR and a Subcontractor will contain similar waiver provisions by the Subcontractor in favor of CITY, CONTRACTOR, ENGINEER, ENGINEER's consultants and all other parties named as insureds.
- 5.10.2 CITY and CONTRACTOR intend that any policies provided in response to paragraphs 5.5 and 5.6 shall protect all of the parties insured and provide primary coverage for all losses and damages caused by the perils covered thereby. Accordingly, all such policies shall 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 of the parties named as insured's or additional insured's, and if the insurers require separate waiver forms to be signed by ENGINEER or ENGINEER's consultant, CITY will obtain the same, and if such waiver forms are required of any

Subcontractor, CONTRACTOR will obtain the same.

Acceptance of Insurance:

- 5.11 If CITY has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by CONTRACTOR on the basis of its not complying with the Contract Documents, CITY shall notify CONTRACTOR in writing thereof within ten days of the date of delivery of such certificates to CITY in accordance with paragraph 2.7. CONTRACTOR shall provide to the CITY such additional information in respect of insurance provided as the CITY may reasonably request. Failure by CITY to give any such notice of objection within the time provided shall constitute acceptance of such insurance purchased by the CONTRACTOR as complying with the Contract Documents.

Partial Utilization - Property Insurance:

- 5.12. If CITY finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.10; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence:

- 6.1. CONTRACTOR shall supervise and direct the WORK competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or selection of a specific means, methods, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.
- 6.2 CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to CITY and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

Labor, Materials and Equipment:

- 6.3 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 at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without CITY's written consent given after prior written notice to ENGINEER.
- 6.4 Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all 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 furnishing, performance, testing, start-up and completion of the Work.

- 6.5 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to ENGINEER, or any of ENGINEER's consultants, agents or employees, any duty of authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16.

Adjusting Progress Schedule:

- 6.6 CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.9) adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provision of the General Requirements applicable thereto.

Substitutes or "Or-Equal" Item:

- 6.7.1. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by ENGINEER if sufficient information is submitted by CONTRACTOR to allow ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by ENGINEER will include the following as supplemented in the General Requirements. Requests for review of substitute items of material and equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with CITY for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by ENGINEER in evaluating the proposed substitute. ENGINEER may require CONTRACTOR to furnish at CONTRACTOR's expense additional data about the proposed substitute.
- 6.7.2 If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to ENGINEER, if CONTRACTOR submits sufficient information to allow ENGINEER to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in paragraph 6.7.1 as applied by ENGINEER and as may be supplemented in the General Requirements.
- 6.7.3 ENGINEER will be allowed a reasonable time within which to evaluate each proposed substitute. ENGINEER will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without ENGINEER's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. CITY may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute. ENGINEER will record time required by ENGINEER and ENGINEER's consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not ENGINEER accepts a proposed substitute, CONTRACTOR shall

reimburse CITY for the charges of ENGINEER and ENGINEER's consultants for evaluating each proposed substitute.

Concerning Subcontractors, Suppliers and Others:

- 6.8.1 CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to CITY and ENGINEER as indicated in paragraph 6.8.2), whether initially or as a substitute, against whom CITY or ENGINEER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.
- 6.8.2 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials and equipment) to be submitted to CITY in advance of the specified date prior to the Effective Date of the Agreement for acceptance by CITY and ENGINEER and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, CITY's or ENGINEER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute, the Contract Price will be increased by the difference in the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by CITY or ENGINEER of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of CITY or ENGINEER to reject defective Work.
- 6.9 CONTRACTOR shall be fully responsible to CITY for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between CITY or ENGINEER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of CITY or ENGINEER to pay or to see to the payment of any money's due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.
- 6.10 The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- 6.11 All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of CITY and ENGINEER and contains waiver provisions as required by paragraph 5.10. CONTRACTOR shall pay each Subcontractor a just share of any insurance moneys received by CONTRACTOR on account of losses under policies issued pursuant to paragraphs 5.5 and 5.6.

Patent Fees and Royalties:

- 6.12 CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of CITY 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 shall be disclosed by CITY in the Contract Documents. CONTRACTOR shall indemnify and hold harmless CITY and ENGINEER and anyone directly or indirectly

employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees and court costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

Permits:

- 6.13 Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. CITY 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 opening of Bids, or if there are no Bids on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility CITYs for connections to the Work, and CITY shall pay all charges of such utility CITYs for capital costs related thereto such as plant investment fees.

Laws and Regulations:

- 6.14.1 CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither CITY nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.
- 6.14.2 If CONTRACTOR observes that the Specifications or Drawings are at variance with any Laws or Regulations, CONTRACTOR shall give ENGINEER prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in paragraph 3.4. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Laws or Regulations, and without such notice to ENGINEER, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with such Laws and Regulations.

Taxes:

- 6.15 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.

Use of Premises:

- 6.16 CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area or to the CITY or occupant thereof on of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against CITY or ENGINEER by any such CITY or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold CITY and ENGINEER harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against CITY or ENGINEER to the extent based on a claim arising out of CONTRACTOR's performance of the Work.

- 6.17 During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish, and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by CITY. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.
- 6.18 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 property to stresses or pressures that will endanger it.

Record Documents:

- 6.19 CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Directive Changes, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, samples and Shop Drawings will be delivered to ENGINEER for CITY. Final acceptance of the project will be withheld until delivery of the documents is made to the ENGINEER.

Safety and Protection:

- 6.20 CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
- 6.20.1 all employees on the Work and other persons and organizations who may be affected thereby:
 - 6.20.2 all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
 - 6.20.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify CITYs of adjacent property and of Underground Facilities and utility CITYs when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.20.2 or 6.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of CITY or ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to CITY and CONTRACTOR in accordance with paragraph 14.13 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

- 6.21 CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by

CONTRACTOR to CITY.

Emergencies:

- 6.22 In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER or CITY, is obligated to act to prevent threatened 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 thereby. If ENGINEER determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variations.

Shop Drawings and Samples:

- 6.23 After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, CONTRACTOR shall submit to ENGINEER for review and approval in accordance with the accepted schedule of Shop Drawings submissions (see paragraph 2.9), or for other appropriate action if so indicated in the Supplementary Conditions, eight copies (unless otherwise specified in the General Requirements) of all Shop Drawings, which will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submission. Shop Drawings submitted without this stamp or specific written indication will be returned without action. All submissions will be identified as ENGINEER may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable ENGINEER to review the information as required.
- 6.24 CONTRACTOR shall also submit to ENGINEER for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.
- 6.25.1 Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.
- 6.25.2 At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to ENGINEER for review and approval of each such variation.
- 6.26 ENGINEER will review and approve with reasonable promptness Shop Drawings and samples, but ENGINEER's review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. 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. Shop Drawings and submittal data will be reviewed two times, thereafter all further review time will be charged to the CONTRACTOR.

- 6.27 ENGINEER's review and approval of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of submission as required by paragraph 6.25.2 and ENGINEER has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 6.25.1.
- 6.28 Where a Shop Drawing or sample is required by Specifications, any related Work performed prior to ENGINEER's review and approval of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

Continuing the Work:

- 6.29 CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with CITY. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.5 or as CONTRACTOR and CITY may otherwise agree in writing.

Indemnification:

- 6.30 To the fullest extent permitted by Laws and Regulations CONTRACTOR shall indemnify and hold harmless CITY and ENGINEER and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.
- 6.31 In any and all claims against CITY or ENGINEER or any of their consultants, agents or employees by any employee of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.30 shall 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 or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- 6.32 The obligations of CONTRACTOR under paragraph 6.30 shall not extend to the liability of ENGINEER, ENGINEER's consultants, agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications.

ARTICLE 7 - OTHER WORK

Related Work at Site:

- 7.1 CITY may perform other work related to the Project at the site with CITY's own forces, have other work performed by utility CITYs or let other direct contracts therefor which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work.
- 7.2 CONTRACTOR shall afford each utility CITY and other contractor who is a party to such a direct contract (or

CITY, if CITY is performing the additional work with CITY's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility CITYs and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between CITY and such utility CITYs and other contractors.

- 7.3 If any part of CONTRACTOR's Work depends for proper execution or results upon the work of any such other contractor or utility CITY (or CITY), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. CONTRACTOR's failure so to report will constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR's Work except for latent or non-apparent defects and deficiencies in the other work.

Coordination:

- 7.4 If CITY contracts with others for the performance of other work on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Supplementary Conditions, and the specific matters to be covered by such authority and responsibility will be itemized, and the extent of such authority and responsibilities will be provided, in the Supplementary Conditions. Unless otherwise provided in the Supplementary Conditions, neither CITY nor ENGINEER shall have any authority or responsibility in respect of such coordination.

ARTICLE 8 - CITY'S RESPONSIBILITIES

- 8.1 CITY shall issue all communications to CONTRACTOR through ENGINEER.
- 8.2 CITY shall furnish the data required of CITY under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.4 and 14.13.
- 8.3 CITY's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to CITY's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and in existing structures which have been utilized by ENGINEER in preparing the Drawings and Specifications.
- 8.4 CITY is obligated to execute Change Orders as indicated in paragraph 10.4.
- 8.5 CITY's responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 13.4.
- 8.6 In connection with CITY's right to stop Work or suspend Work, see paragraphs 13.10 and 15.1. Paragraph 15.2 deals with CITY's right to terminate services of CONTRACTOR under certain circumstances.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

CITY's Representative:

- 9.1 ENGINEER will be CITY's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as CITY's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of CITY and ENGINEER.

Visits to Site:

- 9.2 ENGINEER will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in substantial accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for CITY a greater degree of confidence that the Work will conform to the Contract Documents. On the basis of such visits and on-site observations as an experienced and qualified design professional, ENGINEER will keep CITY informed of the progress of the Work and will endeavor to guard CITY against defects and deficiencies in the Work.

Project Representation:

- 9.3 If CITY and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in observing the performance of the Work. The duties, responsibilities and limitations of authority of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions. If CITY designates another agent to represent CITY at the site who is not ENGINEER's agent or employee, the duties, responsibilities and limitations of authority of such other person will be as provided in the Supplementary Conditions.

Clarifications and Interpretations:

- 9.4 ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

Authorized Variations in Work:

- 9.5 ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents, which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and will be binding on CITY, and also on CONTRACTOR who shall perform the Work involved promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Article 11 or 12.

Rejecting Defective Work:

- 9.6 ENGINEER will have authority to disapprove or reject Work, which ENGINEER believes to be defective (see 13.14) and will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed. ENGINEER shall notify the CONTRACTOR in writing of any disapproval and/or rejection.

Shop Drawings, Change Orders and Payments:

- 9.7 In connection with ENGINEER's responsibility for Shop Drawings and samples, see paragraphs 6.23 through 6.28 inclusive.
- 9.8 In connection with ENGINEER's responsibilities as to Change Orders, see Articles 10, 11 and 12.
- 9.9 In connection with ENGINEER's responsibilities in respect of Applications for Payment, etc., see Article 14.

Determination for Unit Prices:

- 9.10 ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR 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 decisions thereon will be final and binding upon CITY and CONTRACTOR, unless, within ten days after the date of any such decision, either CITY or CONTRACTOR delivers to the other party to the Agreement and to ENGINEER written notice of intention to appeal from such a decision.

Decisions on Disputes:

- 9.11 ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Time will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered by the claimant to ENGINEER and the other party to the Agreement promptly (but in no event later than thirty days) after the occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim.
- 9.12 When functioning as interpreter and judge under paragraphs 9.10 and 9.11, ENGINEER will not show partiality to CITY or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to paragraphs 9.10 and 9.11 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.16) will be a condition precedent to any exercise by CITY or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

Limitations on ENGINEER's Responsibilities:

- 9.13 Neither Engineer's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.
- 9.14 Whenever in the Contract Documents the term "as ordered", "as directed", "as required", "as allowed", "as approved", or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review, or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 and 9.16.
- 9.15 ENGINEER will not be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.
- 9.16 ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK

- 10.1 Without invalidating the Agreement and without notice to any surety, CITY may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by a Written Amendment, a Change Order, or a Work Directive Change. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- 10.2 If CITY and CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Work Directive Change, a claim may be made therefor as provided in Article 11 or Article 12.
- 10.3 CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.4 and 3.5, except in the case of an emergency as provided in paragraph 6.22.
- 10.4 CITY and CONTRACTOR shall execute appropriate Change Orders (or Written Amendments) covering:
- 10.4.1 changes in the Work which are ordered by CITY pursuant to paragraph 10.1, are required because of acceptance of defective Work under paragraph 13.13 or correcting defective Work under paragraph 13.14, or are agreed to by the parties:
 - 10.4.2 changes in the Contract Price or Contract Time which are agreed to by the parties; and
 - 10.4.3 changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 9.11; provided that, in lieu of executing any such Change Order (or Written Amendment), an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.29.
- 10.5 If notice 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 Time) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

ARTICLE 11 - CHANGES OF THE CONTRACT PRICE

- 11.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.
- 11.2 The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price shall be determined by ENGINEER in accordance with paragraph 9.11 if CITY and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this paragraph 11.2.
- 11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract

Price shall be determined in one of the following ways:

- 11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit price to the quantities of the items involved (subject to the provisions of paragraphs 11.9.1 through 11.9.2, inclusive).
- 11.3.2 By mutual acceptance of a lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 11.6.2.1).
- 11.3.3 On the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a CONTRACTOR's Fee for overhead and profit (determined as provided in paragraphs 11.6 and 11.7).

Cost of the Work:

11.4 The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by CITY, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5;

- 11.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by CITY and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise, and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by CITY.
- 11.4.2 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 shall accrue to CONTRACTOR unless CITY deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to CITY. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to CITY, and CONTRACTOR shall make provisions so that they may be obtained.
- 11.4.3 Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by CITY, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to CITY who will then determine, with the advice of ENGINEER, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.
- 11.4.4 Cost of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.
- 11.4.5 Supplemental costs including the following:
 - 11.4.5.1 The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.
 - 11.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by

the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

- 11.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements, approved by CITY with the advise of ENGINEER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work. Rental of Contractor's or other's equipment at the site shall be for hours used only.
- 11.4.5.4 Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.
- 11.4.5.5 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.
- 11.4.5.6 Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the performance and furnishing of the Work provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of CITY. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's Fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.
- 11.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.
- 11.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.
- 11.4.5.9 Cost of premiums for additional Bonds and insurance required because of changes in the Work.

11.5 The term Cost of the Work shall not include any of the following:

- 11.5.1 Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.4.1 or specifically covered by paragraph 11.4.4 - all of which are to be considered administrative costs covered by the CONTRACTOR's Fee.
- 11.5.2 Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.
- 11.5.3 Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.
- 11.5.4 Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the

Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 11.4.5.9 above).

- 11.5.5 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.
- 11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

CONTRACTOR's Fee:

11.6 The CONTRACTOR's Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

- 11.6.1 a mutually acceptable fixed fee; or if none can be agreed upon,
- 11.6.2 a fee based on the following percentages of the various portions of the Cost of the Work;
 - 11.6.2.1 for costs incurred under paragraphs 11.4.1 and 11.4.2, the CONTRACTOR's Fee shall be fifteen percent;
 - 11.6.2.2 for costs incurred under paragraph 11.4.3, the CONTRACTOR's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work plus a Fee, the maximum allowable to CONTRACTOR on account of overhead and profit of all Subcontractors shall be fifteen percent;
 - 11.6.2.3 no fee shall be payable on the basis of costs itemized under paragraphs 11.4.4, 11.4.5, and 11.5;
 - 11.6.2.4 the amount of credit to be allowed by CONTRACTOR to CITY for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in CONTRACTOR's Fee by an amount equal to ten percent of the net decrease; and
 - 11.6.2.5 when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's Fee shall be computed on the basis of the net change in accordance with paragraphs 11.6.2.1 through 11.6.2.4 inclusive.

11.7 Whenever the cost of any Work is to be determined pursuant to paragraph 11.4 or 11.5, CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

Cash Allowances:

- 11.8 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 done by such Subcontractors or Suppliers and for such sums within the limit of the allowances as may be acceptable to ENGINEER. CONTRACTOR agrees that:
 - 11.8.1 The 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
 - 11.8.2 CONTRACTOR's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances. No demand for additional payment on account of any thereof will be valid.

Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

Unit Price Work:

- 11.9.1 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 established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. 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. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER in accordance with Paragraph 9.10
- 11.9.2 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.

ARTICLE 12 - CHANGE OF CONTRACT TIME

- 12.1 The Contract Time may only be changed by a Change Order or a Written Amendment. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by ENGINEER in accordance with paragraph 9.11 if CITY and CONTRACTOR cannot otherwise agree. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph 12.1.
- 12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefor as provided in paragraph 12.1. Such delays shall include, but not be limited to, acts or neglect by CITY or others performing additional work as contemplated by Article 7, or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.
- 12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 12 shall exclude recovery for damages for delay by either party.

ARTICLE 13 - WARRANTY AND GUARANTEE: TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee:

- 13.1 CONTRACTOR warrants and guarantees to CITY that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

Access to Work:

- 13.2 ENGINEER and ENGINEER's representatives, other representatives of CITY, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation,

inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

Tests and Inspections:

- 13.3 CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.
- 13.4 If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with CITY's or ENGINEER's acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all inspections, tests and approvals in addition to the above which are required by the Contract Documents shall be paid by CITY (unless otherwise specified).
- 13.5 All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to CITY and CONTRACTOR (or by ENGINEER if so specified).
- 13.6 If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.
- 13.7 Neither observations by ENGINEER nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR's obligations to perform the Work in accordance with the Contract Documents.

Uncovering Work:

- 13.8 If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observations and replaced at CONTRACTOR's expense.
- 13.9 If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, if required (including but not limited to fees and charges of engineers, architects, attorneys and other professionals).

CITY May Stop the Work:

- 13.10 If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, CITY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of CITY to stop the Work shall not give rise to any duty on the part of CITY to exercise this right for the benefit of CONTRACTOR or any other party.

Correction or Removal of Defective Work:

- 13.11 If required by ENGINEER, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and

consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

One Year Correction Period:

- 13.12 If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to CITY and in accordance with CITY's written instructions, either correct such defective Work, or, if it has been rejected by CITY, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, CITY may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR. 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 or by Written Amendment.

Acceptance of Defective Work:

- 13.13 If, instead of requiring correction or removal and replacement of defective Work, CITY prefers to accept it, CITY may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to CITY's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness and to include but not limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, CITY may make a claim therefor as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to CITY.

CITY May Correct Defective Work:

- 13.14 If CONTRACTOR fails within a reasonable time after written notice of ENGINEER to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraphs 13.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, CITY may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph CITY shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, CITY may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which CITY has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow CITY, CITY's representatives, agents and employees such access to the site as may be necessary to enable CITY to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of CITY in exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by ENGINEER, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, CITY may make a claim therefor as provided in Article 11. Such direct, indirect and consequential costs will include but not be limited to fees and

charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by CITY of CITY's rights and remedies hereunder.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

Schedule of Values:

- 14.1 The schedule of values established as provided in paragraph 2.9 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

Application for Progress Payment:

- 14.2 At least twenty days before each progress payment is scheduled (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. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that CITY has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect CITY's interest therein, all of which will be satisfactory to CITY. The amount of retainage with respect to progress payments will be 10 percent except as otherwise provided in the Supplementary Conditions.

CONTRACTOR's Warranty of Title:

- 14.3 CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to CITY no later than the time of payment free and clear of all Liens.

Review of Applications for Progress Payment:

- 14.4 ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to CITY, 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. Ten days after presentation of the Application for Payment with ENGINEER's recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due and when due will be paid by CITY to CONTRACTOR.
- 14.6 ENGINEER's recommendation of final payment will constitute an additional representation by ENGINEER to CITY that the conditions precedent to CONTRACTOR's being entitled to final payment as set forth in paragraph 14.13 have been fulfilled.
- 14.7 ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make such representations to CITY. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in ENGINEER's opinion to protect CITY from loss because:

- 14.7.1 the Work is defective, or completed Work has been damaged requiring correction or replacement,
- 14.7.2 the Contract Price has been reduced by Written Amendment or Change Order,
- 14.7.3 CITY has been required to correct defective Work or complete Work in accordance with paragraph 13.14, or
- 14.7.4 of ENGINEER's actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.9 inclusive.

CITY may refuse to make payment of the full amount recommended by ENGINEER because claims have been made against CITY on account of CONTRACTOR's performance or furnishing of the Work or Liens have been filed in connection with the Work or there are other items entitling CITY to a set-off against the amount recommended, including liability for liquidated damages payable by the CONTRACTOR, but CITY must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action.

Substantial Completion:

- 14.8 When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify CITY and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, CITY, 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. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to CITY a tentative certificate of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. CITY shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within fourteen days after submission of the tentative certificate to CITY notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of CITY's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said fourteen days execute and deliver to CITY and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from CITY. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to CITY and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between CITY and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties. Unless CITY and CONTRACTOR agree otherwise in writing and so inform ENGINEER prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on CITY and CONTRACTOR until final payment.
- 14.9 CITY shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but CITY shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

Partial Utilization:

- 14.10 Use by CITY of any finished part of the Work, which has specifically been identified in the Contract Documents, or which CITY, ENGINEER and CONTRACTOR agree constitutes a separately functioning and useable part of the Work that can be used by CITY without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:
 - 14.10.1 CITY at any time may request CONTRACTOR in writing to permit CITY to use any such part of the

Work which CITY believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees, CONTRACTOR will certify to CITY and ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify CITY and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, CITY, 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 CITY and CONTRACTOR in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of paragraphs 14.8 and 14.9 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.

14.10.2 CITY may at any time request CONTRACTOR in writing to permit CITY to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to ENGINEER and within a reasonable time thereafter CITY, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to CITY and ENGINEER that such part of the Work is not ready for separate operation by CITY, ENGINEER will finalize the list of items to be completed or corrected and will deliver such list to CITY and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final payment between CITY and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work which will become binding upon CITY and CONTRACTOR at the time when CITY takes over such operation (unless they shall have otherwise agreed in writing and so informed ENGINEER). During such operation and prior to Substantial Completion of such part of the Work, CITY shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

14.10.3 No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the requirements of paragraph 5.14 in respect of property insurance.

Final Inspection:

14.11 Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will make a final inspection with CITY and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

Final Application for Payment:

14.12 After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in paragraph 6.19) and other documents - all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of paragraph 14.16), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to CITY) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by CITY, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which CITY or CITY's property might in any way be responsible, have been paid or otherwise satisfied; and consent

of the surety, if any, to final payment. If any Subcontractor or Supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to CITY to indemnify CITY against any Lien.

Final Payment and Acceptance:

- 14.13 If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application to CITY for payment. Thereupon ENGINEER will give written notice to CITY and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.16. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty days after presentation to CITY of the Application and accompanying documentation, in appropriate form and substance, and with ENGINEER's recommendation and notice of acceptability, the amount recommended by ENGINEER will become due and will be paid by CITY to CONTRACTOR.
- 14.14 If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, CITY shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by CITY for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

CONTRACTOR's Continuing Obligation:

- 14.15 CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by CITY to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by CITY, nor any act of acceptance by CITY nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.13, nor any correction of defective Work by CITY will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents (except as provided in paragraph 14.16).

Waiver of Claims:

- 14.16 The making and acceptance of final payment will constitute:
- 14.16.1 a waiver of all claims by CITY against CONTRACTOR, except claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.11 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by CITY of any rights in respect of CONTRACTOR's continuing obligations under the Contract Documents; and
- 14.6.2 a waiver of all claims by CONTRACTOR against CITY other than those previously made in writing and still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

CITY May Suspend Work:

- 15.1 CITY may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 11 and 12.

CITY May Terminate:

- 15.2 Upon the occurrence of any one or more of the following events:

- 15.2.1 if CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;
- 15.2.2 if a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency;
- 15.2.3 if CONTRACTOR makes a general assignment for the benefit of creditors;
- 15.2.4 if a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR's creditors;
- 15.2.5 if CONTRACTOR admits in writing an inability to pay its debts generally as they become due;
- 15.2.6 if CONTRACTOR persistently fails 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 established under paragraph 2.9 as revised from time to time);
- 15.2.7 if CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;
- 15.2.8 if CONTRACTOR disregards the authority of ENGINEER; or
- 15.2.9 if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

CITY may, after giving CONTRACTOR (and the surety, if there be one) seven days' written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which CITY has paid CONTRACTOR but which are stored elsewhere, and finish the Work as CITY may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the Work (including but not limited to fees and charges of engineers,

architects, attorneys and other professionals and court costs) such excess will be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to CITY. Such costs incurred by CITY will be approved as to reasonableness by ENGINEER and incorporated in a Change Order, but when exercising any rights or remedies under this paragraph CITY shall not be required to obtain the lowest price for the Work performed.

- 15.3 Where CONTRACTOR's services have been so terminated by CITY, the termination will not affect any rights or remedies of CITY against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by CITY will not release CONTRACTOR from liability.
- 15.4 Upon seven days' written notice to CONTRACTOR and ENGINEER, CITY may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed and any expense sustained plus reasonable termination expenses, which will include, but not be limited to, direct, indirect and consequential costs (including but not limited to, fees and charges of engineers, architects, attorneys and other professionals and court costs).

CONTRACTOR May Stop Work or Terminate:

- 15.5 If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by CITY or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty days after it is submitted, or CITY fails for thirty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days' written notice to CITY and ENGINEER, terminate the Agreement and recover from CITY payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or CITY has failed to make any payment as aforesaid, CONTRACTOR may upon seven days' written notice to CITY and ENGINEER stop the Work until payment of all amounts then due. The provision of this paragraph shall not relieve CONTRACTOR of the obligations under paragraph 6.29 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with CITY.

ARTICLE 16 - MISCELLANEOUS

Giving Notice:

- 16.1 Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

Computation of Time:

- 16.2.1 When any period of time is referred to in the Contract Documents 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.
- 16.2.2 A calendar day of twenty-four hours measured from midnight to the next midnight shall constitute a day.

General:

- 16.3 Should CITY or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 16.3 shall not be construed as a substitute for or a waiver

of the provisions of any applicable statute of limitations or repose.

- 16.4 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.30, 13.1, 13.12, 13.14, 14.3 and 15.2 and all of the rights and remedies available to CITY and ENGINEER thereunder, 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 Documents, and 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. All representations, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.

END OF SECTION

SECTION 00800 SPECIAL CONDITIONS

PART 1 - GENERAL

1.1 NOTICES

- A. In conformance with the requirements of the General Conditions all notices or other papers required to be delivered by the Contractor to the City shall be delivered to the office of Marty Martirone, P.E., City Engineer, Public Works Department, 1460A Shetter Ave, Jacksonville Beach, Florida (32250).

1.2 LAYING OUT THE WORK

- A. Prior to commencement of construction the Engineer will have established horizontal control throughout the site, which the Contractor shall use in laying out the work. The Contractor shall be responsible for establishing all lines and grades together with all reference points as required by the various trades for all work under this Contract. All required layout shall be done using competent and experienced personnel under the supervision of a Land Surveyor registered in the State of Florida.
- B. The Contractor shall provide all labor and instruments and stakes, templates, and other materials necessary for marking and maintaining all lines and grades. The lines and grades shall be subject to any checking the City or Engineer may decide necessary.
- C. No separate cost item is provided for laying out the work, the cost of which shall be included in the unit prices for items in the Proposal.
- D. No additional payment will be made for work completed at night such as water main or forcemain connections required to be done at night to minimize disruption to residents or sewer main services.

1.3 CONTRACTOR'S OFFICE - N/A

- A. The Contractor shall provide and maintain an office with telephone facilities where he or a responsible representative of his organization may be reached at any time while work is in progress.

1.4 OBSTRUCTIONS

- A. All water pipes, sanitary sewer pipes, storm drains, forcemains, gas or other pipe, telephone or power cables or conduits, curbs, sidewalks, all house services and all other obstructions, whether or not shown, shall be temporarily removed from, or supported across utility line excavations. Where it is necessary to temporarily interrupt house or business services, the Contractor shall notify the City or occupant, both before the interruption and again immediately before service is resumed. Before disconnecting any pipes or cables, the Contractor shall obtain permission from the City, or shall make suitable arrangements for their disconnection by the City. The Contractor shall be responsible for any damage to any such pipes, conduits or cables, and shall restore them to service promptly as soon as the work has progressed past the point involved. Approximate locations of known water, sanitary, drainage, power and telephone installations along the route of new pipelines or in the vicinity of new work are shown, but must be verified in the field by the Contractor. The Contractor shall uncover these pipes, ducts, cables, etc., carefully by hand, prior to installing new utility lines. Any discrepancies or necessary changes may be made to permit installation of new pipe. These conditions are supplemental to general requirements elsewhere in these specifications. Where fences, walls or other man-made obstructions exist illegally in the public right-of-way, the City shall have them removed upon adequate prior notice by the Contractor.

1.5 DAMAGE TO EXISTING STRUCTURES AND UTILITIES

- A. The Contractor shall be responsible for and make good all damage to pavement beyond the limits of this Contract, buildings, telephone or other cables, water pipes, sanitary pipes, survey monuments or other structures which may be encountered, whether or not shown on the Drawings.
- B. Information shown on the Drawings as to the location of existing utilities has been prepared from the most reliable data available to the Engineer. This information is not guaranteed, however, and it shall be the Contractor's responsibility to determine the location, character and depth of any existing utilities. He shall assist the utility companies, by every means possible to determine said locations. Extreme caution shall be exercised to eliminate any possibility of any damage to utilities resulting from his activities.
- C. The Contractor shall be entirely responsible and liable for all damage or injury as a result of his operations to all other adjacent public and private property, structures of any kind and appurtenances thereto met with during the progress of the work.
- D. The cost of protection, replacement in their original locations and conditions, or payment of damages for injuries to such adjacent public and private property and structures affected by the work, whether or not shown on the Drawings, and the removal, relocation and reconstruction of such items called for on the drawings or specified shall be included in the various Contract Items and no separate payments will be made therefor.
- E. Contractor is expressly advised that the protection of buildings, structures, tunnels, tanks, pipelines, etc., and related work adjacent and in the vicinity of his operations, wherever they may be, is solely his responsibility.
- F. Conditional inspection of buildings or structures in the immediate vicinity of the project which may reasonably be expected to be affected by the Work shall be performed by and be the responsibility of the Contractor.
- G. Contractor shall, before starting operations, make an examination of the interior and exterior of the adjacent structures, buildings, facilities, etc., and record by notes, measurements, photographs, etc., conditions which might be aggravated by open excavation and construction shall be made to the satisfaction of the City and to the satisfaction of the Engineer. This does not preclude conforming to the requirements of the insurance underwriters. Copies of surveys, photographs, reports, etc., shall be given to the Engineer.

1.6 ADJUSTMENTS OF UTILITY CASTINGS, COVERS AND BOXES

- A. All existing utility castings, including valve boxes, junction boxes, manholes, hand holes, pull boxes, inlets and similar structures in the areas of construction that are to remain in service shall be adjusted by the Contractor to bring them flush with the surface of the finished work.

1.7 TESTS

- A. The Contractor will pay for all required tests including pressure leakage tests. Generally, tests will be concrete, LBR proctors, compaction and density tests, locate wire testing, and pressure leakage tests. On pipe, the manufacturer's or supplier's certificate that the material meets the requirements of the specification will be accepted subject to verification by the City's Engineer. Water required for leakage tests shall be furnished and paid for the by Contractor.

1.8 RECORD DRAWINGS

- A. During the entire construction operation, the Contractor shall maintain records of all deviations from the Drawings and Specifications and shall prepare therefrom "record" drawings showing correctly and accurately all changes and deviations from the work made during construction to reflect the work as it was

actually constructed. These drawings shall conform to recognized standards of drafting, shall be neat and legible. Upon completion of the project, the "record" drawings shall be submitted to the Engineer on Auto-CAD, Release 2010 or latest version used by City. All inverts and locations shall be certified by a Land Surveyor registered in Florida. Final As-builts which have been reviewed and approved by the Engineer shall be submitted to the Jacksonville Beach Public Works Department in the following formats:

2 digital copies Auto-Cad, 2016 or latest version used by City
2 CD's with pdf's of signed and sealed digital copies
2 signed and sealed full size original paper copies

1.9 SUBSURFACE INVESTIGATION

- A. The Contractor shall be responsible for having determined to his satisfaction, prior to the submission of his bid, the nature and location of the work, the conformation of the ground, the character and quality of the substrata, the types and quantity of materials to be encountered, the nature of the ground water conditions, the character of equipment and facilities needed preliminary to and during execution of the work, the general and local conditions and all other matters which can in any way affect the work under this contract. The prices established for the work to be done will reflect all costs pertaining to the work. Any claims for extras based on substrata or ground water table conditions will not be allowed.

1.10 WORK SCHEDULES AND OVERTIME

- A. No work shall be done between the hours of 8:00 p.m. and 8:00 a.m., nor on Saturday, Sunday, or legal holidays observed by the City in any case, without the City's written approval.
- B. The normal work shift for the City's Inspector shall be 8 hours. Any excess during the permissible 12 hour work period, or on Saturday, Sunday, or legal holidays shall be considered overtime, and shall be paid for by the Contractor. If permission is obtained from the City to work between 8:00 p.m. and 8:00 a.m., the Contractor shall bear all expenses for inspection and testing which shall be required. Such overtime inspection expenses will be recovered by deductions from periodic partial payments.

1.11 CITY'S PROJECT REPRESENTATIVE

- A. A City's Project Representative will be assigned to all utility projects.
- B. The Project Representative shall inspect all construction and materials, and shall inspect preparation, fabrication or manufacture of components, and materials and supplies.
- C. The Project Representative is not authorized to revoke, alter or waive any requirements of the specifications, but is authorized and expected to call to the attention of Engineer and/or Contractor any failure of work or materials to conform to the Drawings and Specifications. Inspectors shall have no authority to permit deviation from or to modify any of the provisions of the Drawings or Specifications without the written permission or instruction of the City with the concurrence of the Engineer, or to delay the Contractor by failure to observe the materials and work with reasonable promptness.
- D. The Project Representative shall have the authority to reject materials or suspend the work until questions of issue can be resolved to the City's satisfaction.
- E. The Project Representative shall in no case act as foreman, give advice or perform other duties for the Contractor nor interfere with the management of the work.
- F. Project Representative will make routine passes to inspect such items as thrust blocks, materials on site, and clearances between conflicting lines. Scheduled inspections are also required for jacking and boring operations, stream or ditch crossings and any time a connection is to be made to the City's system.

1.12 SURFACE RESTORATION

- A. Disturbed surfaces shall be restored to equal or better condition than the original. Where detailed, the Drawings show minimum requirements.
- B. For driveways and public roads, restoration to the City's highway standards is the minimum requirement.

1.13 NOTIFICATION TO LOCAL RESIDENTS

- A. At least five (5) days before the start of construction, the Contractor shall notify local residents along the route of the project of the work to be performed by distributing a flyer describing the work to be performed.

1.14 MODIFICATIONS TO THE GENERAL CONDITIONS, SECTION 00700

- A. Article 1:
 - 1. Whenever the term ENGINEER is used it is construed to mean ARCHITECT/ENGINEER where the contract involves a building.
 - 2. CITY'S REPRESENTATIVE: A person appointed by the City to observe the work performed and the materials furnished by the Contractor. Unless otherwise stated, the person will be an employee of the City, not the ENGINEER.
 - 3. PROJECT REPRESENTATIVE: Same as CITY'S REPRESENTATIVE.

- B. Article 2:

- 1. Amend paragraph 2.8 to read as follows:

Before Contractor starts the Work at the site, a conference attended by City, Contractor, Engineer and others as appropriate will be held to discuss the schedules referred to in paragraph 2.6, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

- C. Article 6:

- 1. Amend paragraph 6.7.3 to read as follows:

Engineer will be allowed a reasonable time within which to evaluate each proposed substitute. City will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without City's prior written acceptance, which will be evidenced by either a Change Order or an approved Shop Drawing. City may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute. Engineer will record time required by Engineer and Engineer's consultants in evaluating substitutions proposed by Contractor and in making changes in the Contract Documents occasioned thereby. Whether or not City accepts a proposed substitute, Contractor shall reimburse City for the charges of Engineer and Engineer's consultants for evaluating each proposed substitute.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 00844
APPLICATION FOR PAYMENT

The Application for Payment shall be made on an original AIA Document G702 and G703. Contractor shall attach supporting documentation to this form as necessary.

END OF SECTION

SECTION 01000
PROJECT 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 and as described in Section 00300a Scope of Services.
- B. Work Includes:
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 Construction Manager, 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 General 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 Construction Manager notwithstanding.
 4. The CONTRACTOR shall restore all City and private property, damaged by construction, to its original condition as soon as practical. In addition, access to businesses located adjacent to the project site must be maintained at all times.
 5. The CONTRACTOR shall make exploratory excavations at all intersections of proposed work and existing utilities. If there is a potential conflict, the CONTRACTOR is to notify the Engineer immediately. Information on the obstruction to be furnished by the CONTRACTOR shall include: location, elevation, utility type, material and size.
 6. The CONTRACTOR shall pay for all inspections during the progress of the Work required and provided by the CITY of all existing public utilities paralleling or crossing the Work, as shown on the Drawings. All such inspection fees shall be considered as part of the general cost of doing the Work and shall be included in the lump sum price as provided in the bid form for the Contract.
- C. Public Utility Installations and Structures:
1. Public utility installations and structures shall be understood to include all poles, tracks, pipes, wires, conduits, vaults, manholes and all other appurtenances and facilities pertaining thereto whether owned or controlled by the CITY, other governmental bodies or privately owned by individuals, firms or corporations, used to serve the public with transportation, traffic control, gas,

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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 CITY 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. No separate payment shall be made therefore.
5. Where public utility installations or structures owned or controlled by the CITY or other governmental body are encountered during the course of the work, and are not indicated on the Drawings or in the Specifications, and when, in the opinion of the Engineer, removal, relocation, replacement or rebuilding is necessary to complete the work under this Contract, such work shall be accomplished by the utility having jurisdiction, or such work may be ordered, in writing by the Engineer, for the CONTRACTOR to accomplish. If such work is accomplished by the utility having jurisdiction it will be carried out expeditiously and the CONTRACTOR shall give full cooperation to permit the utility to complete the removal, relocation, replacement or rebuilding as required. If such work is accomplished by the CONTRACTOR, it will be paid for as extra work as provided in the Agreement.
6. The CONTRACTOR shall, at all times in performance of the work, employ acceptable methods and exercise reasonable care and skill so as to avoid unnecessary delay, injury, damage or destruction of public utility installations and structures; and shall, at all times in the performance of the work, avoid unnecessary interference with, or interruption of, public utility services, and shall cooperate fully with the CITY's thereof to that end.
7. The CONTRACTOR shall give written notice to CITY and other governmental utility departments and other CITY's 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. This can be accomplished by making the appropriate contact with the utility companies listed in the plans.
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 CITY's 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.

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B. Copies Furnished to CONTRACTOR:

1. After the Contract has been executed, the CONTRACTOR will be furnished with one (1) complete set of reproducible mylar sepias (24 inches by 36 inches) and three (3) reproducible copy of Project Manuals (including Contract Requirements and Specifications), all Addenda and one (1) CD Disk with all project documents in PDF format.
2. The CONTRACTOR shall furnish each of the subcontractors, manufacturers, and material suppliers such copies of the Contract Documents as may be required for their work. All copies of the Contract Documents shall be printed from the reproducible sets furnished to the CONTRACTOR. All costs of reproduction and printing shall be borne by the CONTRACTOR.

C. 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 with one (1) complete set of reproducible mylar sepias (24 inches by 36 inches) and one (1) reproducible copy of the 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 CITY or compensation therefor to the CONTRACTOR shall be subject to the terms of the Agreement.

D. CONTRACTOR to Check Drawings and Data:

1. The CONTRACTOR shall verify all dimensions, quantities, and details shown on the Drawings, Supplementary Drawings, schedules, Specifications, or other data received from the Engineer, and shall notify him of all errors, omissions, conflicts, and discrepancies found therein. Failure to discover or correct errors, conflicts or discrepancies shall not relieve the CONTRACTOR of full responsibility for unsatisfactory work, faulty construction or improper operation resulting therefrom 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 for the making of estimates of the size, kind, and quality of materials and equipment included in work to be done under the Contract.

E. Specifications: The Technical Specifications consist of three (3) parts: General, Products and Execution. The General part of a section contains General Requirements, which govern the work. 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.

F. 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.

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

1.03 MATERIALS AND EQUIPMENT

A. Manufacturer:

1. The names of proposed manufacturers, material suppliers and dealers who are to furnish materials, fixtures, equipment, appliances or other fittings shall be submitted to the Engineer for approval, as early as possible, to afford proper investigation and checking. Such approval must be obtained before Shop Drawings will be checked. No manufacturer will be approved for any materials to be furnished under this Contract unless he shall be of good reputation and have a plant of ample capacity. He shall, upon the request of the Engineer, be required to submit evidence that he has manufactured a similar product to the one specified and that it has been previously used for a like purpose for a minimum of five (5) years to demonstrate its satisfactory performance.
2. 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.
3. 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.
4. Major pieces of equipment are listed in the Bid Proposal and are required to be named as part of said Bid Proposal.

B. Delivery:

1. The CONTRACTOR shall deliver materials in ample quantities to insure 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 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

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principal rate data.

D. Service of Manufacturer's Engineer:

1. The Contract prices for equipment shall include the cost of furnishing a competent and experienced engineer or superintendent who shall represent the manufacturer and shall assist the CONTRACTOR, when required, to install, adjust, test and place in operation, the equipment in conformity with the Contract Documents.
2. After the equipment is placed in permanent operation by the CITY, the CONTRACTOR 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 operating personnel as may be designated by the CITY in the proper operation and maintenance of such equipment.

1.04 INSPECTION AND TESTING

A. General:

1. For tests specified to be made by the CONTRACTOR, the testing personnel shall make the necessary inspections and tests and the reports thereof shall be in such form as will facilitate checking to determine compliance with the Contract Documents. Five (5) copies 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 CITY.
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 tests and instruction periods and shall neither have nor make any claim for damage which may occur to equipment prior to the time when the CITY 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 CITY for compliance. The CONTRACTOR shall reimburse the CITY for the expenditures incurred in making such tests of materials and equipment which are rejected for non-compliance.

C. Inspection of Materials:

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1. The CONTRACTOR shall give notice in writing sufficiently in advance of his intention to commence the manufacture or preparation of materials especially manufactured or prepared for use in or as part of the permanent construction. Such notice shall contain a request for inspection, the date of commencement and the expected date of completion of the manufacture or preparation of materials. Upon receipt of such notice, the CITY will arrange to have a representative present at such times during the manufacture as may be necessary to inspect the materials or he will notify the CONTRACTOR that the inspection will be made at a point other than the point of manufacture.
2. The CONTRACTOR must comply with these provisions before shipping any material. Such inspection shall not release the CONTRACTOR from the responsibility for furnishing materials meeting the requirements of the Contract Documents.

D. Certificate of Manufacture:

1. When inspection is waived or when the CITY so requires, the CONTRACTOR shall furnish to him authoritative evidence in the form of 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.

E. 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. No such equipment or materials shall be shipped to the work site until the Engineer notifies the CONTRACTOR, in writing, that the results of such tests are approved.
3. 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.
4. The cost of shop tests and of furnishing manufacturer's preliminary and shop test data of operating equipment shall be borne by the CONTRACTOR.

F. 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.

G. Demonstration Tests:

1. Upon completion of the work and prior to final payment, all equipment and piping installed under this Contract shall be subjected to demonstration tests as specified or required to provide compliance with the Contract Documents.

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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 CITY. The furnishing CONTRACTOR shall assist in the demonstration tests as applicable.
- H. Final Inspection: During such final inspections, the work shall be clean and free from standing water. In no case will the final estimate be prepared until the CONTRACTOR has complied with all requirements set forth and the Engineer and CITY have made their final inspection with the CONTRACTOR of the entire work and are satisfied that the entire work is properly and satisfactorily constructed in accordance with the requirements of the Contract Documents.

1.05 TEMPORARY STRUCTURES

- A. Temporary Fences: If during the course of the work, it is necessary to remove or disturb any fence or part thereof, the CONTRACTOR shall provide a suitable temporary fence at his own expense.
- B. Responsibility for Temporary Structures: In accepting the Contract, the CONTRACTOR assumes full responsibility for the sufficiency and safety of all temporary structures or work and for any damage which may result from their failure or their improper construction, maintenance or operation and will indemnify and save harmless the CITY from all claims, suits or actions and damages or costs of every description arising by reason of failure to comply with the above provisions.

1.06 TEMPORARY SERVICES

- A. Accident Prevention:
 1. Precautions shall be exercised at all times for the protection of person and property. The safety provisions of applicable laws, building and construction codes shall be observed.
 2. The CONTRACTOR shall comply with the U.S. Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596), and under Section 107 of the contract work. Hours and Safety Standards Act (PL 91-54), except where state and local safety standards have been approved by the Secretary of Labor in accordance with provisions of the Occupational Safety and Health Act, shall be complied with.
- B. First Aid: The CONTRACTOR shall keep upon the site, at each location where work is in progress, a completely equipped first aid kit and shall provide ready access thereto at all times when persons are employed on the work.

1.07 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 Engineer will establish bench marks and base line controlling points. Reference marks for lines and grades as the work progresses will be located by the CONTRACTOR to cause as little inconvenience to the prosecution of the work as possible. The CONTRACTOR shall so place excavation and other materials as to cause no inconvenience in the use of the reference marks provided. He shall remove any obstructions placed by him contrary to this provision.
- B. Surveys:

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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 survey, and shall be solely responsible for the accuracy thereof. He shall, however, be subject to the check and review by the Engineer.

C. Safeguarding Marks:

1. The CONTRACTOR shall safeguard all points, stakes, grade marks, monuments and bench marks made or established on the work, bear the cost of re-establishing them if disturbed, and bear the entire expense of rectifying work improperly installed due to not maintaining or protecting or to removing without authorization such established points; stakes and marks.
2. The CONTRACTOR shall safeguard all existing and known property corners, monuments and marks adjacent to but not related to the work and, shall bear the cost of re-establishing them if disturbed or destroyed.

1.08 ADJACENT STRUCTURES AND LANDSCAPING

A. Responsibility:

1. The CONTRACTOR shall also be entirely responsible and liable for all damage or injury as a result of his operations to all other adjacent public and private property, structures of any kind and appurtenances thereto met with during the progress of the work.
2. The cost of protection, replacement in their original locations and conditions or payment of damages for injuries to such adjacent public and private property and structures affected by the work, whether or not shown on the Drawings, and the removal, relocation and reconstruction of such items called for on the Plans or specified shall be included in the various Contract items and no separate payments will be made therefor.
3. CONTRACTOR is expressly advised that the protection of buildings, structures, tunnels, tanks, pipelines, etc. and related work adjacent and in the vicinity of his operations, wherever they may be, is solely his responsibility.
4. Conditional inspection of buildings or structures in the immediate vicinity of the project which may reasonably be expected to be affected by the Work shall be performed by and be the responsibility of the CONTRACTOR.
5. CONTRACTOR shall, before starting operations, make an examination of the interior and exterior of the adjacent structures, buildings, facilities, etc., and record by video tape, conditions which might be aggravated by open excavation and construction. Repairs or replacement of all conditions disturbed by the construction shall be made to the satisfaction of the CITY. This does not preclude conforming to the requirements of the insurance underwriters. Copies of surveys, photographs, reports, etc., shall be given to the CITY.

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6. Prior to the beginning of any excavations the CONTRACTOR shall advise the Engineer of all buildings or structures on which he intends to perform work or which performance of the project work will affect.
- B. Protection of Trees: All trees and shrubs shall be adequately protected by the CONTRACTOR with boxes or otherwise in accordance with ordinances governing the protection of trees. No excavated materials shall be placed so as to injure such trees or shrubs. Trees or shrubs destroyed by the CONTRACTOR or his employees shall be replaced by him with new stock of similar size and age, at its proper season and at the sole expense of the CONTRACTOR.
- C. Lawn Areas: Lawn areas shall be left in as good condition as before the starting of the work. Where sod is to be removed, it shall be carefully removed, and later replaced, or the area where sod has been removed shall be restored with new sod. Before beginning construction, CONTRACTOR shall prepare a video tape along the path of construction showing the date, time, and right-of-way conditions for submission to the Engineer.
- D. Restoration of Fences:
 1. Any fence, or part thereof, that is damaged or removed during the course of the work shall be replaced or repaired by the CONTRACTOR and shall be left in as good a condition as before the starting of the work.
 2. The manner in which the fence is repaired or replaced and the materials used in such work shall be subject to the approval of the CITY.
 3. The cost of all labor, materials, equipment, and work for the replacement or repair of any fence shall be deemed included in the appropriate Contract item or items, or if no specific item is provided therefore, as part of the overhead cost of the work, and no additional payment will be made therefor.
- E. Restoration of Irrigation Sprinkler Systems:

CONTRACTOR shall contact each property along the route of new piping and construction and locate any existing irrigation/sprinkler systems. CONTRACTOR shall be responsible for the repair/replacement of any damaged irrigation/sprinkler systems on private property or City R/W's due to work being performed by CONTRACTOR or subcontractors. The CONTRACTOR shall have three (3) working days to repair the damaged irrigation/sprinkler system from the date of damage. If the irrigation/sprinkler system has not been repaired within the three (3) working days, the Engineer/City will notify the CONTRACTOR in writing that the CONTRACTOR has five (5) additional days in which to repair the damaged irrigation/sprinkler system or the City will authorize the property CITY of said damage area to have the system repaired by an independent irrigation/sprinkler company and that cost will be deducted from the CONTRACTOR's final contract price.

1.09 PROTECTION OF WORK AND PUBLIC

- A. Barriers and Lights:
 1. During the prosecution of the work, the CONTRACTOR shall install and maintain at all times such barriers and lights as will effectually prevent accidents.
 2. The CONTRACTOR shall provide suitable barricades, red lights, "danger" or "caution" or "street closed" signs and safety personnel at all places where the work causes obstructions to the normal traffic or constitutes in any way a hazard to the public.

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B. Noise:

1. The CONTRACTOR shall eliminate noise to as great an extent as practicable at all times. Air compressing plants shall be equipped with silencers and the exhaust of all gasoline motors or other power equipment shall be provided with mufflers. The CONTRACTOR shall construct sound barriers as necessary to eliminate noise.
2. In the vicinity of hospitals and schools, special care shall be used to avoid noise or other nuisances. The CONTRACTOR shall strictly observe all local regulations and ordinances covering noise control.
3. Except in the event of an emergency, no work shall be done between the hours of 8:00 p.m. and 8:00 a.m., or on Sundays or legal holidays without written permission of the CITY. If the proper and efficient prosecution of the work requires operations during the night, the written permission of the CITY shall be obtained before starting such items of the work.

C. Access to Public Services: Neither the materials excavated nor the materials or plant used in the construction of the work shall be so placed as to prevent free access to all fire hydrants, valves, manholes, etc.

D. Dust Prevention: The CONTRACTOR shall prevent dust nuisance from his operations or from traffic by keeping the roads clean and/or construction areas sprinkled with water at all times.

1.10 CUTTING AND PATCHING:

A. The CONTRACTOR shall do all cutting, fitting or patching of his portion of the work that may be required to make the several parts thereof join and coordinate in a manner satisfactory to the Engineer and in accordance with the Drawings and Specifications.

B. The work must be done by competent workmen skilled in the trade required by the restoration.

1.11 CLEANING

A. During Construction:

1. During construction of the work, the CONTRACTOR shall, at all times, keep the site of the work and adjacent premises as free from material, debris and rubbish as is practicable and shall remove the same from any portion of the site if, in the opinion of the CITY, such material, debris, or rubbish constitutes a nuisance or is objectionable.
2. The CONTRACTOR shall remove from the site all of his surplus materials and temporary structures when no further need therefore develops. CONTRACTOR shall be responsible and liable for all spillage and incur all associated costs including, but not limited to, costs related to repair and maintenance resulting from damages thereof.

B. Final Cleaning:

1. At the conclusion of the work, all erection plant, tools, temporary structures and materials belonging to the CONTRACTOR shall be promptly taken away, and he shall remove and promptly dispose of all water, dirt, rubbish or any other foreign substances.
2. The CONTRACTOR shall thoroughly clean all equipment and materials installed by him and shall

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deliver such materials and equipment undamaged in a bright, clean, polished and new operation condition.

1.12 MISCELLANEOUS

A. Protection Against Siltation and Bank Erosion:

1. The CONTRACTOR shall arrange his operations and construct erosion control devices to minimize siltation and bank erosion on construction sites and on existing or proposed water courses and drainage channels.
2. The CONTRACTOR, at his own expense, shall remove any siltation deposits and correct any erosion problems as directed by the Engineer, which results from his construction operations.

B. Protection of Wetland Areas:

1. The CONTRACTOR shall properly dispose of all surplus material, including soil, in accordance with local, state and federal regulations.
2. Under no circumstances shall surplus material be disposed of in wetland areas as defined by the Florida Department of Environmental Protection, or the St. Johns River Water Management District.

C. Existing Facilities: The work shall be so conducted to maintain existing facilities in operation insofar as is possible.

D. Use of Chemicals: All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfection, polymer, reactant, or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

E. Cooperation with Other Contractors and Forces:

1. During progress of work under this Contract, it may be necessary for other Contractors and persons employed by the CITY to work in or about the project.
2. The CITY reserves the right to put such other Contractors to work and to afford such access to the Site of the Work to be performed hereunder at such times as the CITY deems proper.
3. The CONTRACTOR shall not impede or interfere with the work of such other Contractors engaged in or about the work and shall so arrange and conduct his work that such other Contractors may complete their work at the earliest date possible.

F. Construction shall be conducted and shall result in construction of the improvements of this project in full accordance with the conditions of the Permits granted for the Project.

G. The work of others may interface with the work by the CONTRACTOR. The CONTRACTOR is responsible to meet and coordinate this work with that of others so that the CITY obtains a safe, efficient, timely completion of all work constructed. No additional time or compensation will be granted for this coordination of efforts.

PART 2- PRODUCTS (NOT USED)

SECTION 01000
PROJECT REQUIREMENTS

PART 3- EXECUTION (NOT USED)

END OF SECTION

SECTION 01010 SUMMARY OF WORK

PART 1 - GENERAL

1.1 WORK COVERED BY CONTRACT DOCUMENTS

- A. This Contract comprises the following general improvements:

Drainage improvements along Isabella Boulevard. The improvements include installing stormwater piping and ditch bottom inlets to replace an existing open cut ditch. The new stormwater piping will connect to an existing 42 inch RCP on the downstream end. A new swale will be installed over top of the new stormwater piping.

- 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. Contractor shall be responsible for properly unloading, storing, installing and maintaining all materials and equipment.
- 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 are 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 Specifications 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 Municipal, County, State, Federal, and other codes which are applicable to this Project.

1.2 CONTRACTOR'S USE OF PREMISES

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.

1.3 WORK SEQUENCE

- A. The Contract Time shall be as noted in Section 00500 Contract Agreement.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

**SECTION 01025
MEASUREMENT AND PAYMENT**

1.1 GENERAL

- A. The CONTRACTOR shall receive and accept the compensation provided in the Proposal and the Contract as full payment for furnishing all materials, labor, tools and equipment, for performing all operations necessary to complete the work under the Contract, and also in full payment for all loss or damages arising from the nature of the work, or from any discrepancy between the actual quantities of work and quantities herein estimated by the Engineer, or from the action of the elements or from any unforeseen difficulties which may be encountered during the prosecution of the work until the final acceptance by the CITY.
- B. The prices stated in the proposal include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the work as shown on the Drawings and specified herein. The basis of payment for an item at the unit price shown in the proposal shall be in accordance with the description of that item in this Section.
- C. The CONTRACTOR's attention is called to the fact that the quotations for the various items of work are intended to establish a total price for completing the work in its entirety. Should the CONTRACTOR feel that the cost for any item of work has not been established by the Bid Form or Payment Items, he shall include the cost for that work in some other applicable bid item, so that his proposal for the project does reflect his total price for completing the work in its entirety.

1.2 BID SCHEDULE ITEMS

Item 1 Mobilization

- A. Measurement – Lump sum price for the item of Mobilization
- B. Payment shall be full compensation for preparatory work and operations 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 for the establishment of temporary office, buildings, safety equipment and first aid supplies, and sanitary and other facilities. Includes the costs of bonds and any required insurance, mobilizing/demobilizing of equipment to the job site, establishing on-site operations, and other materials, equipment and facilities deemed necessary for the contractor to establish operations at the project site.

Item 2 Maintenance of Traffic

- A. Measurement – Lump Sum for devices installed/used on the project on any calendar day or a portion thereof, within the allowable Contract Time, including time extensions which may be granted.
- B. Payment shall be made at the applicable lump sum contract price and shall include all work and costs specified under this Section except as may be specifically covered for payment under other items.

Item 3 Erosion Control & Pollution Abatement

- A. Measurement – Lump Sum for devices installed/used on the project.
- B. Payment - Payment will be made at the applicable lump sum price for all work specified in this Section, including construction and routine maintenance of temporary erosion control features, bypass pumping, site safety, cleanup, preparation, obtaining and paying for NPDES NOI permit, dewatering permit, and preparing, obtaining and paying for any additional County or City permits

**SECTION 01025
MEASUREMENT AND PAYMENT**

that may be required.

Item 4 Clearing and Grubbing

- A. Measurement for payment will be the actual number of acres cleared and grubbed as shown and specified herein and accepted by the Engineer.
- B. Payment will be made at the contract unit price and shall be full compensation for clearing and grubbing all areas shown on the plans, including removal and disposal of all trees, stumps, roots and other such protruding objects, buildings, structures, appurtenances, existing flexible asphalt pavement, and other facilities necessary to prepare the area for the proposed construction. Work under this item includes complete removal and disposal of all buildings, timber, brush, trees, stumps, roots, rubbish, debris, existing flexible pavement, drainage structures, culverts and pipe.

Item 5 Embankment

- A. Measurement will be the actual number of cubic yards of material used as suitable fill material and compacted as required and accepted by the Engineer.
- B. Payment will be at the contract unit price and shall be full compensation for all materials, labor and equipment necessary to complete the work including density testing and reporting of pond embankment.

Item 6 Regular Excavation

- A. Measurement will be the actual number of cubic yards of material excavated and removed from the site as required and accepted by the Engineer.
- B. Payment will be at the contract unit price and shall be full compensation for all materials, labor and equipment necessary to complete the work including excavating, hauling, rehandling of materials, dressing the surface of the earthwork, maintaining and protecting the complete earthwork.

Item 7 Inlets, Dt Bot Type C

- A. Measurement for payment of each size of ditch bottom inlet with precast bottom (vault), frame and cover, as specified and shown on the drawings for the described pipe sizes, will be the number of units actually furnished and installed, approved by the Engineer.
- B. Payment will be made for each ditch bottom inlet, precast bottom, frame and cover, and concrete collar of the size and type furnished and installed at the applicable unit price entered in the Bid Form. Payment will be full compensation for all labor, materials and equipment specified and shown on the plans necessary to complete the work.

Item 8 Inlets, Dt Bot Type D

- A. Measurement for payment of each size of ditch bottom inlet with precast bottom (vault), frame and cover, as specified and shown on the drawings for the described pipe sizes, will be the number of units actually furnished and installed, approved by the Engineer.
- B. Payment will be made for each ditch bottom inlet, precast bottom, frame and cover, and concrete collar of the size and type furnished and installed at the applicable unit price entered in the Bid Form. Payment will be full compensation for all labor, materials and equipment specified and shown on the plans necessary to complete the work.

SECTION 01025
MEASUREMENT AND PAYMENT

Item 9 Inlets, Dt Bot Type H

- A. Measurement for payment of each size of ditch bottom inlet with precast bottom (vault), frame and cover, as specified and shown on the drawings for the described pipe sizes, will be the number of units actually furnished and installed, approved by the Engineer.
- B. Payment will be made for each ditch bottom inlet, precast bottom, frame and cover, and concrete collar of the size and type furnished and installed at the applicable unit price entered in the Bid Form. Payment will be full compensation for all labor, materials and equipment specified and shown on the plans necessary to complete the work.

Item 10 Pipe Culvert, Round 18" (SDR 26)

- A. Measurement will be the actual number of linear feet of storm drain pipe in place and accepted by the Engineer.
- B. Payment will be at the contract unit price and shall be full compensation for all materials, labor and equipment necessary to complete the work including all excavation, backfilling, compacting, and disposal of surplus materials.

Item 11 Pipe Culvert, Round 36" (SDR 26)

- A. Measurement will be the actual number of linear feet of storm drain pipe in place and accepted by the Engineer.
- B. Payment will be at the contract unit price and shall be full compensation for all materials, labor and equipment necessary to complete the work including all excavation, backfilling, compacting, and disposal of surplus materials.

Item 12 Sodding

- A. Measurement of sodding will be the actual number of square yards of sod actually placed within the pay limits and accepted by the Engineer.
- B. Payment shall be full compensation for providing sod on all areas as directed by the engineer, including but not limited to ground preparation, placing sod, watering, fertilizer, and all labor, material and equipment necessary to complete the work.

Item 13 As-Builts

- A. Measurement – Lump Sum price for item of As-Builts.
- B. Payment shall be full compensation for providing certified as-built drawings for all installed improvements. The certified as-built drawing must be signed and sealed by an appropriate licensed professional in the State of Florida and must be PDF files in the same scale as the Contract Plans, formatted on 11 inch by 17 inch sheets.

Item 14 Performance and Payment Bond (1.5% Maximum of Items No. 1-13)

SECTION 01025
MEASUREMENT AND PAYMENT

- A. Measurement – Lump Sum price for item of Performance and Payment Bonds.
- B. Payment shall be full compensation for providing required bonding on the project.

END OF SECTION

**SECTION 01065
PERMITS & FEES**

PART 1 - GENERAL

- A. The Contractor shall obtain and pay for all permits and licenses related to his work, including but not limited to, Duval County Permitting and the City of Jacksonville Beach, as provided for in Section 00700: General Conditions except as otherwise provided herein.
- B. Permits by CITY: The CITY prior to the advertisement of the project has applied for permits with the following agencies:
- Not Applicable.
- (Refer to Table 01065A for permit information.)
- C. Dewatering Permit: Within fourteen (14) calendar days of issuance of Notice to Proceed, the Contractor shall submit a dewatering plan for construction. This plan will be used in support of the Contractor's application for a permit from St. Johns River Water Management District (SJRWMD) for said project and shall outline means of dewatering for construction, water control and disposal, water quality protection, the means and methods of construction for the project, restoration of the site, and other pertinent information that may be required by SJRWMD. Consult with SJRWMD and include their requirements for additional information in the dewatering plan.
- D. Contractor shall submit a NOI (Notice of Intent) to FDEP regarding a generic permit for stormwater discharge prior to construction.

Table 01065A

PERMIT INFORMATION

The following permits have been obtained or will be obtained by the CITY prior to construction:

<u>Permit</u>	<u>Permit No.</u>	<u>Issue Date</u>
St. Johns River Water Management District General Permit	168239-1	April 14, 2021

END OF SECTION

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**SECTION 01100
SPECIAL PROJECT PROCEDURES**

PART 1 - GENERAL

1.01 PUBLIC NUISANCE

- A. The CONTRACTOR shall not create a public nuisance including, but not limited to, encroachment on adjacent lands, flooding of adjacent lands, or excessive noise.
- B. Sound levels measured by the Engineer or CITY's personnel shall not exceed 50 dBA from 8:00 p.m. to 8:00 a.m. or 60 dBA 8:00 a.m. to 8:00 p.m. This sound level shall be measured at the exterior of the nearest exterior wall of the nearest residence. Levels at the equipment shall not exceed 85 dBA at any time. Sound levels in excess of these values are sufficient cause to have the work halted until equipment can be quieted to these levels. Work stoppage by the Engineer or CITY for excessive noise shall not relieve the CONTRACTOR of the other portions of this specification including, but not limited to, completion dates and bid amounts.
- C. No extra charge may be made for time lost due to work stoppage resulting from the creation of a public nuisance.

1.02 SUSPENSION OF WORK

During inclement weather, all work, which might be damaged or rendered inferior by such weather conditions, shall be suspended. The orders and decisions of the Engineer as to suspensions shall be final and binding. During suspension of the work from any cause, the work shall be suitably covered and protected so as to preserve it from injury by the weather or otherwise; and, if the Engineer shall so direct, rubbish and surplus materials shall be removed.

1.03 SPECIAL REQUIREMENTS

The following requirements shall govern:

- A. No additional payment will be made for pumping or other difficulties encountered due to ground water.
- B. The CONTRACTOR shall, prior to interrupting a utility service (water, sewer, etc.) for the purpose of making cut-ins to the existing lines or for any other purposes, contact the CITY and make arrangements for the interruption, which will be satisfactory to the CITY.
- C. All equipment delivered to the job site shall be properly protected from dirt, dust, dampness, water and any other condition detrimental to the life of the equipment from the date of delivery to the time that control of the equipment is assumed by the CITY. If any equipment is delivered to the job site before any building thereon is enclosed, it shall be housed in a temporary, structurally rigid, watertight, climate controlled enclosure.
- D. Certain information regarding the reputed presence, size, character and location of existing underground structures, pipes and conduits have been shown on the Contract Drawings. There is no certainty of the accuracy of this information, and the location of underground structures shown may be inaccurate and other obstructions than those shown may be encountered. The CONTRACTOR hereby distinctly agrees that the CITY and Engineer are not responsible for the correctness or sufficiency of the information given; that in no event is this information to be considered as a part of the Contract; and that consideration for equitable compensation will be made for conditions materially different from those shown on the Drawings, as determined by the CITY/Engineer.

1.04 PUMPING

- A. The CONTRACTOR, with his own equipment, shall do all pumping necessary to prevent floatation of any part of the structures during construction operations.
- B. The CONTRACTOR shall, for the duration of the contract and with his own equipment, pump out water and wastewater, which may seep or leak into the structures. Operating areas shall be kept dry at all times. The extent of pumping required in non-operating areas will be determined by the Engineer.

**SECTION 01100
SPECIAL PROJECT PROCEDURES**

1.05 FLORIDA DEPARTMENT OF TRANSPORTATION RIGHTS-OF-WAY

- A. The CONTRACTOR shall strictly adhere to the requirements of the Florida Department of Transportation where construction work is in a right-of-way under the jurisdiction of the State of Florida.
- B. The CONTRACTOR shall take care to avoid any unreasonable traffic conflicts due to the work in the road rights-of-way.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

**SECTION 01170
SPECIAL PROVISIONS**

PART 1- GENERAL

1.01 INSTALLATION OF EQUIPMENT

- A. Special care shall be taken to ensure proper alignment of all equipment with particular reference to the pumps and electric drives. The units shall be carefully aligned on their foundations by qualified millwrights after their sole plates have been shimmed to true alignment at the anchor bolts. The anchor bolts shall be set in place and the nuts tightened against the shims. After the foundation alignments have been completed, the bedplates or wing feet of the equipment shall be securely bolted in place. The alignment of equipment shall be further checked after securing to the foundations, and after conformation of all alignments, the sole plates shall be finally grouted in place. The Contractor shall be responsible for the exact alignment of equipment with associated piping and under no circumstances, will "pipe springing" be allowed.

1.02 RELOCATION

- A. The Contractor shall be responsible for the relocation of structures, including but not limited to light poles, signs, sign poles, fences, piping, conduits and drains that interfere with the positioning of the work as set out on the Drawings. The cost of all such relocations shall be included in the bid for the project and shall not result in any additional cost to the Owner.

1.03 NOISE LIMITATIONS

- A. Sound levels measured by the Engineer of Owner shall not exceed 50 dBA from 8 PM to 8 AM or 60 dBA 8 AM to 8 PM. This sound level shall be measured at the exterior of the nearest exterior wall of the nearest residence. Levels at the equipment shall not exceed 85 dBA at any time. Sound levels in excess of these values are sufficient cause to have the work halted until equipment can be quieted to acceptable levels as listed above. Work stoppage by the Engineer or Owner for excessive noise shall not relieve the Contractor of the other portions of this specification including, but not limited to completion dates and bid amounts.

1.04 CONNECTIONS TO EXISTING SYSTEMS

- A. The Contractor shall perform all work necessary to locate, excavate and prepare for connections to the existing wastewater treatment plant system as shown on the Drawings or where directed by the Owner. The cost for this work and for the actual connection to the existing wastewater treatment plant system shall be included in the bid for the project and shall not result in any additional cost to the Owner.
- B. It is the responsibility of the Contractor to expose as required, the existing pipes at the tie-in locations and, if necessary, any buried utilities in the immediate area of the tie-in that may affect the installation of new pipe as shown on the Drawings. Contractor is fully responsible for ordering any additional material, such as fittings and restrained pipe that may be needed to avoid existing buried utilities should such material not be shown on the Drawings or included in the Schedule of Prices. The Contractor may not schedule any tie-in activity until such additional material is on site and a specific detailed plan is approved by the Engineer. All work shall be performed so as to minimize disruption to the operation of the existing wastewater treatment facilities.

1.05 OBSTRUCTIONS

- A. The attention of the Contractor is drawn to the fact that during excavation at the Project site, the possibility exists of the Contractor encountering various water, chemical, electrical, or other lines not shown on the Drawings. The Contractor shall exercise extreme care before and during excavation to locate and flag these lines so as to avoid damage to the existing lines. Should damage occur to an existing line, the Contractor shall repair the line at no cost to the Owner.

- B. It is the responsibility of the Contractor to ensure that all utility or other poles, the stability of which may be endangered by the close proximity of excavation, are temporarily stayed in position while work proceeds in the vicinity of the pole and that the utility or other companies concerned be given reasonable advance notice of any such excavation by the Contractor.

1.06 SPECIAL REQUIREMENTS

- A. The following requirements shall govern:
 - 1. No additional payment will be made for pumping or other difficulties encountered due to ground water.
 - 2. All equipment delivered to the job site shall be properly protected from dirt, dust, dampness, water and any other condition detrimental to the life of the equipment from the date of delivery to the time that control of the equipment is assumed by the Owner. If any equipment is delivered to the job site before any building thereon is enclosed, it shall be housed in a temporary, structurally rigid, climate controlled, watertight enclosure.
 - 3. From investigations, including surveys made at the site, it may be assumed that physical conditions are approximately as indicated on the Drawings, but the nature of the materials below the surface, or the depth to satisfactory foundations, are not guaranteed.
- B. In general, no work which affects or could affect plant operations or plant performance shall be performed without a specific detailed plan by the Contractor approved in advance by the Engineer and the Owner. All requests for plant system diversions, shutdowns, modifications, etc. shall be in writing to the Owner's on-site representative with a copy to the Engineer.
- C. The construction progress schedule required under Section 01311 shall reflect the conditions presented in this section.

1.07 HAULING AND CONSTRUCTION OPERATIONS

- A. The Contractor shall provide sufficient access for hauling, filling and storage operations to minimize interference with surrounding activities, and in accordance with the Contract Documents.
- B. Construct all fill areas so runoff will not flood improved areas and provide turbidity control in accordance with the Contract Documents using turbidity barriers.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01340
SHOP DRAWINGS, WORKING DRAWINGS, AND SAMPLES

PART 1 - GENERAL

1.1 DESCRIPTION

A. Scope of Work:

1. The Contractor shall submit to the Engineer for review and approval, such Working Drawings, Shop Drawings, Test Reports and Data on materials and equipment (hereinafter in this Section called Data), and material samples (hereinafter in this Section called Samples) 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.
2. Within thirty (30) calendar days after the Effective Date of the Agreement, the Contractor shall submit to the Engineer a complete list of preliminary Data on items for which Shop Drawings are to be submitted. Included in this list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way expressed or implied relieve the Contractor from submitting complete Shop Drawings and providing materials, equipment, etc., fully in accordance with the Specifications. This procedure is required in order to expedite final review of Shop Drawings.
3. The Contractor is to maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting with the City and the Engineer. This log should include the following items:
 - a. Submittal-Description and Number assigned.
 - b. Date sent to Engineer.
 - c. Date returned to Contractor (from Engineer).
 - d. Status of Submittal (Approved, Approved as Noted, Revise and Resubmit, or Rejected).
 - e. Date of Re-submittal and Return (as applicable).
 - f. Date material release (for fabrication).
 - g. Projected date of fabrication.
 - h. Projected date of delivery to site.
 - i. Status of O&M manuals submittal.
 - j. Specification Section.
 - k. Drawings Sheet Number.

1.2 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 the Contractor's stamp showing that they have been so checked. Shop Drawings submitted to the Engineer without the Contractor's stamp 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.
- 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 Shop 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 with a transmittal letter prepared in duplicate containing the following information:
1. Date.
 2. Project Title and Number.
 3. Contractor's name, address, phone and fax numbers.
 4. The number of each Shop Drawing, Project Data, and Sample submitted.
 5. Notification of Deviations from Contract Documents.
 6. Submittal Log Number conforming to Specification Log Number.
- G. The Contractor shall submit four (4) copies of descriptive or product Data submittals to complement Shop Drawings for the Engineer plus the number of copies which the Contractor requires returned. The Engineer will retain four (4) sets. All plot Shop Drawings shall be submitted with one (1) PDF file and four (4) sets of prints. The Engineer will review the plots and return to the Contractor the set of marked-up plots with appropriate review comments.
- H. 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 the Engineer of the necessary Shop Drawings.
- I. 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 pertains to his own work and any work affected under other parts, headings, or divisions of Drawings and Specifications.

1.3 ENGINEER'S REVIEW OF SHOP DRAWINGS

- A. The Engineer's review of Shop 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 for any errors, including details, dimensions, and materials.
 3. As approving departures from details furnished by the Engineer, except as otherwise provided herein.

If the drawings or schedules as submitted describe variations per Paragraph 1.2A. herein, and show a departure from the Contract requirements which the Engineer finds to be in the interest of the City 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.

- C. 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 "REVISE AND RESUBMIT" and with required corrections shown will be returned to the Contractor for correction and re-submittal. Shop Drawings stamped "REJECTED" deviated so significantly from the Contract requirements that Contractor shall review Contract requirements and completely update submittal package and re-submit.
- D. Re-submittals will be handled in the same manner as first submittals. On re-submittals the Contractor shall direct specific attention, in writing or on re-submittal 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.
- E. 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.
- F. Shop Drawings and submittal Data shall be reviewed by the Engineer for each original submittal and first and second re-submittal; thereafter review time for subsequent re-submittals shall be charged to the Contractor in accordance with the terms of the Engineer's Agreement with the City.
- G. 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.
- H. No partial submittals will be reviewed. Submittals which are not complete will be returned to the Contractor for re-submittal. Unless otherwise specifically permitted by the Engineer, make all submittals in groups containing all associated items for:
 - 1. Systems.
 - 2. Processes.
 - 3. As indicated in specific 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.

1.4 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 complete and detailed. Shop Drawings shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer's scale drawings, 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" applies to standard units usually mass-produced; and "fabricated" 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

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approval shall be returned to the Contractor for resubmission.

- D. Each Shop Drawing shall have a blank area 3-1/2 inches by 3-1/2 inches, located adjacent to the title block. The title block 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 Sub-Contractor submitting drawing.
 6. Supplier/manufacturer.
 7. Separate detailer when pertinent.
 8. Specification title and number.
 9. Specification section.
 10. Application Contract Drawing Number.
- E. If Shop 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, and address and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained.
- H. Only the Engineer will utilize the color "red" in marking Shop Drawing submittals.

1.5 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 falsework; 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 1.5A. above, shall be submitted to the Engineer where required by the Contract Documents or requested by the Engineer, and shall be submitted at least thirty (30) calendar days (unless otherwise specified by the Engineer) in advance of their being required for work.
- C. Working Drawings shall be signed by a registered Professional Engineer, currently licensed to practice in the State of Florida and shall convey, or be accompanied by, calculation or other sufficient information to completely explain the structure, machine, or system described and its intended manner of use. Prior to commencing such work, Working Drawings must have been reviewed without specific exceptions by the Engineer, which review will be for general conformance and 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 City and Engineer shall have no responsibility therefore.

1.6 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 Sub-Contractor.
 - 3. Material or Equipment Represented.
 - 4. Place of Origin.
 - 5. Name of Producer and Brand (if any).
 - 6. Location in Project.

(Samples of finished materials shall have additional marking that will identify them under the finished schedules.)
- D. The Contractor shall prepare a transmittal letter in triplicate for each shipment of Samples containing the information required in paragraphs 1.6 B and C above. He shall enclose a copy of this letter with the shipment and send a copy of this letter to the Engineer. Approval of a Sample shall be only for the characteristics or use named 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 the 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, and if so requested at time of submission.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

**SECTION 01381
CONSTRUCTION VIDEO DISKS**

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK:

Progress video disks shall be made at periodic intervals, not to exceed 30 days showing the extent and progress of the work performed as of that date. Video disks shall be taken at each location of work on the day ending period for which partial payment is requested during the development of stages and condition of work and as directed by the Engineer. Typical pipeline work shall be video taped at different stages of construction at the direction of the Engineer.

- A. Initial video disk inspection of existing conditions shall be taken no later than 14 calendar days after notice to proceed and prior to beginning of any construction.
- B. At each specified time, take video disks of each major area of work.
- C. Final video disks shall be submitted and approved by the Engineer/CITY prior to final acceptance and payment.

1.2 QUALITY ASSURANCE

- A. Video Camera Operator: The operator may be an employee of the CONTRACTOR and must be completely familiar with the proper operation of the camcorder and VCR. Employ operator only after review of his qualifications by Engineer.

1.3 SUBMITTALS

- A. Submit qualifications and experience record of operator.
- B. Video disks shall be submitted to the Engineer at the time of each payment request and shall be the property of the CITY.

PART 2- PRODUCTS

- 2.1 VIDEO TAPE:** Audio-video VHS tape, 3M T120 high-grade type or equivalent disks shall be one-half inch (1/2") for VHS color video-cassette player/recorder.
- 2.2 CAMCORDER:** The video camcorder shall have minimum 8:1 200 mm lens with macro features, external light, 2-lux capability.
- 2.3 AT THE END OF THE PROJECT:** All video disks with index based on elapsed time of tape shall become the property of the CITY.

PART 3 - EXECUTION

3.1 GENERAL

- A. The following location information shall be provided on color audio-video disk recording.
 - 1. Audio: Each recording shall begin with a verbal description of the current date, project name and municipality and be followed by the general location, name of the street, viewing side and direction of progress.
 - 2. Video: Transparent information must appear on the viewing screen. This information will consist of the date and time of recording. The date information will contain the month, day and year.
 - 3. Digital: To preclude the possibility of tampering or editing in any manner, all video recordings

SECTION 01381
CONSTRUCTION VIDEO DISKS

must by electronic means, display continuously and simultaneously generated transparent digital information to include the date and time of recording. The date information will include the month, day and year.

- B. The video coverage shall include all surface features located within the zone of influence of construction supported by appropriate audio description. Audio description shall be made simultaneously with video coverage. Such coverage shall include, but not be limited to, all existing driveways, sidewalks, fences, curbs, ditches, roadways, landscaping, trees, culverts, headwalls, retaining walls, or buildings located within such zone of influence. Particular and detailed attention shall be given to any defects noted, such as cracks, disturbed areas, damaged items, or as may be required by the Engineer. It is the intent of this coverage to accurately and clearly document pre-existing conditions and especially any items that could result in construction claims. The excavation areas shall be physically marked with high visibility fluorescent paint prior to video taping. The markings shall include the job number and stationing.
- C. The zone of influence shall be defined as an area within 30 feet of the proposed work.
- D. The CONTRACTOR shall be able to televise and tape areas with paved roads, along co- owned easements through parks, lawns, and open fields. If video taping on private property, the CONTRACTOR shall give the CITY sufficient prior notice of such entry so that property CITYs may be advised of and their permission obtained for the work.
- E. To produce the proper detail and perspective, adequate lighting will be required to fill in the shadow area caused by trees, utility poles, road signs and other such objects in residential areas or as directed by the Engineer.
- F. Houses and buildings shall be identified visually by house number, when visible, in such a manner that structures of the proposed system, manholes on a sewer system and hydrants on a water system can be located by reference.
- G. The rate of speed in the general direction of travel of the conveyance used during taping shall not exceed 48 feet per minute in residential areas, nor exceed 100 feet per minute in non-residential areas. Panning rates and zoom-in, zoom-out rates shall be controlled sufficiently such that during playback will produce clarity of the object viewed. The playback picture shall be in focus and be of extreme clarity at all times.
- H. All taping shall be done during times of good visibility. No taping shall be done during periods of visible precipitation unless otherwise authorized by the Engineer.
- I. The CITY shall have the authority to designate what areas may be omitted or added for audio-video coverage.
- J. All disks (cassettes and cases) shall be properly identified by tape number, location and project name and municipality in a manner acceptable to the CITY.
- K. A record of the contents of each disk shall be supplied by an index sheet identifying each segment in the tape by location, i.e., roll number, street or road viewing, elapsed time of tape (no counter numbers), viewing side, point starting from, traveling direction and ending destination point.
- L. Any portion of the video tape recording not conforming to specifications shall be rejected.
- M. Any taped coverage not acceptable to the CITY shall be refilmed at no additional charge. The CONTRACTOR shall reschedule unacceptable coverage five (5) days after being notified.
- N. All taping shall be performed by CONTRACTOR and reviewed prior to construction.

SECTION 01381
CONSTRUCTION VIDEO DISKS

- O. One original and one copy are to be provided. Original to CITY and one copy to Engineer.

3.2 PROGRESS CONSTRUCTION VIDEO

- A. Submit video disks on a monthly basis to accompany each request for progress payment to the Engineer.

END OF SECTION

SECTION 01500
TEMPORARY FACILITIES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Scope of Work: Provide temporary facilities required which may include but are not necessarily limited to the following:
 - 1. By CONTRACTOR:
 - a. Telephone
 - b. Temporary water service.
 - c. Temporary sanitary facilities.
 - d. Temporary electrical service.

1.2 TEMPORARY WATER

- A. Furnish and Install Temporary Water Service for use Throughout Construction Period.
 - 1. Water for construction purposes.
 - 2. Water for other purposes.
 - a. Testing.
 - b. Temporary sanitary facilities.
 - c. Cleaning.
- B. Maintain Adequate Volume of Water for All Purposes.
- C. Water Source:
 - 1. Potable water may be obtained from the City of Jacksonville Beach water distribution system. Potable water used shall be separately metered and protected with approved back flow prevention devices. Potable water used will be billed to the CONTRACTOR at the rate established by the CITY.
- D. Maintain Strict Supervision of use of Temporary Services.
 - 1. Enforce conformance with applicable codes and standards.
 - 2. Enforce sanitary practices.
 - 3. Prevent waste of water.
 - 4. Prevent the abuse of services.
- E. Costs of Installation and Operation: Pay costs for water used by all trades, including costs of installation, maintenance, and removal of pipe and equipment.
- F. Requirements of Regulatory Agencies:
 - 1. Obtain, pay for permits, fees, deposits required by governing authorities.
 - 2. Comply with federal, state and local codes.

1.3 TEMPORARY ELECTRICITY

SECTION 01500
TEMPORARY FACILITIES

- A. Furnish and Install Temporary Electric Power Service for Construction needs Throughout Construction Period.
 - 1. Power centers for miscellaneous tools and equipment used in construction work.
 - a. Locate so that power is available at any desired point with no more than 100 feet extension.
 - b. Provide weatherproof distribution box with grounded outlets.
 - c. Provide circuit breaker protection for all outlets.
 - d. Provide equipment grounding continuity for entire system.
 - e. Users shall provide grounded, Underwriters Laboratories, Inc. (UL) approved extension cords from power center to point of operations.
 - 2. Power for Construction Equipment.
 - 3. Power for testing and checking equipment.
 - 4. Power for welding units and for other equipment having special power requirements.
- B. Capacity:
 - 1. Adequate electrical service for construction use by all trades during construction period.
 - 2. Notify Power Company if unusually heavy loads such as welding, and other special power requirements, will be connected.
 - a. Provide special circuits for heavy load requirements.
 - b. Do not overload any circuit.
- C. Power Source:
 - 1. Supplier: City of Jacksonville Beach.
 - 2. Provide power of correct voltage, phase and frequency, as required, to project site.
- D. Maintain Strict Supervision of use of Temporary Services.
 - 1. Enforce conformance with applicable standards.
 - 2. Enforce safe practices.
 - 3. Prevent abuse of services.
- E. Costs of Installation and Operation: Pay costs of temporary electrical power used, including costs of installation, meter, maintenance, and removal of temporary services from point of connection.
- F. Requirements of Regulatory Agencies:
 - 1. Obtain and pay for permits as required by governing authorities.
 - 2. Comply with applicable codes.
 - a. National Electrical Code.
 - b. National Electrical Safety Code.
 - c. National Fire Protection Association.

**SECTION 01500
TEMPORARY FACILITIES**

- d. Federal, state and local codes and utility company regulations.

1.4 TEMPORARY SANITARY FACILITIES

- A. Provide Temporary Sanitary Facilities at the Job Site. The location of the temporary facilities shall be agreeable to the City of Jacksonville Beach and shall not create a public nuisance.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General:
 - 1. Materials may be new or used, but must be adequate for purpose required, sanitary and must not violate requirements of applicable codes.

2.2 ELECTRICITY

- A. Provide Required Facilities, Including Transformers, Conductors, Poles, Conduits, Raceways, Breakers, Fuses and Switches.
- B. Provide Appropriate Enclosures for Environment in which used, in Compliance with NEMA Standards.

2.3 TEMPORARY SANITARY FACILITIES

- A. Toilet Facilities
 - 1. Portable chemical toilets.
 - 2. Toilet Tissue: Provide at each toilet, on suitable dispenser.

PART 3 - EXECUTION

3.1 GENERAL

- A. Install work in a neat and orderly manner.
- B. Make structurally sound throughout.
- C. Maintain to provide continuous service.
- D. Modify and extend service as work progress requires.

3.2 TEMPORARY WATER

- A. Locate piping and outlets.
 - 1. Provide service convenient to work stations.
 - 2. Avoid interference with:
 - a. Traffic and work areas.
 - b. Materials handling equipment.
 - c. Storage areas.

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TEMPORARY FACILITIES

- B. Do not run piping on floor or on ground.
- C. When necessary to maintain pressure, provide temporary pumps, tanks, and compressors.

3.3 TEMPORARY ELECTRICITY

- A. Service and distribution may be overhead or underground. Contractor shall coordinate with Beaches Energy Services the installation of temporary electrical service.
- B. Locate to avoid interference with:
 - 1. Traffic and work areas.
 - 2. Cranes.
 - 3. Material handling equipment.
 - 4. Storage areas.
- C. Do not run branch circuits on floor or on ground.
- D. Wire all safety devices specified for final operation of equipment.
- E. Check operation of safety devices.

3.4 TEMPORARY SANITARY FACILITIES

- A. Portable Toilets:
 - 1. Erect securely, and anchor to prevent dislocation.
 - 2. Service as often as necessary to prevent accumulation of wastes, and creation of unsanitary conditions.
- B. Washing Facilities: Provide faucet and drain facilities.

3.5 REMOVAL

- A. Completely remove temporary materials and equipment upon completion of construction.
- B. Clean and repair damage caused by installation and restore to specified, or original condition.

END OF SECTION

SECTION 01568
TEMPORARY EROSION AND SEDIMENTATION CONTROL

PART 1 - GENERAL

1.1 DESCRIPTION

A. Scope of Work:

1. The Work specified in this Section consists of designing, providing, maintaining and removing temporary erosion and sedimentation controls as necessary.
2. Temporary erosion controls include, but are not limited to, grassing, mulching, setting, watering and reseeding on-site surfaces and soil and borrow area surfaces and 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 applicable regulations.
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 CITY.
4. CONTRACTOR is responsible for providing effective temporary erosion and sediment control measures during construction or until final controls become effective.

B. Related Work Described Elsewhere:

Loaming, Seeding and Mulching: Section 02922.

PART 2 - PRODUCTS

2.1 EROSION CONTROL

- A. Loaming, Seeding and Mulching is specified in Section 02922.
- B. Netting shall be fabricated of material acceptable to the CITY.

2.2 SEDIMENTATION CONTROL

- A. Bales shall be clean, seed-free cereal hay type.
- B. Netting shall be fabricated of material acceptable to the CITY.
- C. Filter stone shall be crushed stone which conforms to Florida Department of Transportation (FDOT) specifications.
- D. Concrete block shall be hollow, non-load bearing type.
- E. Concrete - exterior grade not less than one inch thick.

PART 3 - EXECUTION

3.1 EROSION CONTROL

A. Minimum procedures for grassing are:

1. Scarify slopes to a depth of not less than 6 inches and remove large clods, rock, stumps, roots larger than 1/2 inch in diameter and debris.

SECTION 01568
TEMPORARY EROSION AND SEDIMENTATION CONTROL

2. Sow seed within 24 hours after the ground is scarified with either mechanical seed drills or rotary hand seeders.
3. Apply mulch loosely and to a thickness of between 3/4 inch and 1-1/2 inches.
4. Apply netting over mulched areas on sloped surfaces.
5. Roll and water seeded areas in a manner, which will encourage sprouting of seeds and growing of grass. Reseed areas, which exhibit unsatisfactory growth. Backfill and seed eroded areas.

3.2 SEDIMENTATION CONTROL

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

3.3 PERFORMANCE

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 CITY or Engineer, CONTRACTOR shall immediately take whatever steps are necessary to correct the deficiency at his own expense.

END OF SECTION

SECTION 01650
DELIVERY, STORAGE, AND HANDLING

PART 1 GENERAL

1.1 SCOPE OF WORK

- A. This Section specifies the general requirements for the delivery, handling, storage, and protection of all items required in the construction of the Work. Specific requirements, if any, are specified with the related item.

1.2 RELATED WORK (NOT USED)

1.3 SUBMITTALS (NOT USED)

1.4 WORK SEQUENCE (NOT USED)

1.5 REFERENCE STANDARDS (NOT USED)

1.6 QUALITY ASSURANCE (NOT USED)

1.7 WARRANTIES

- A. Warranties shall be in accordance with General Conditions, Supplementary Conditions, and Specification Section 01740, Warranties and Bonds.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. The CONTRACTOR shall adhere to the requirements specified in this Section for storing and protecting the items.
- B. The CONTRACTOR shall do the following:
 - 1. Materials and equipment shall be loaded and unloaded by methods affording adequate protection against damage. Every precaution shall be taken to prevent injury to the material or equipment during transportation and handling. Suitable power equipment shall be used and the material or equipment shall be under control at all times. Under no condition shall the material or equipment be dropped, bumped, or dragged. When a crane is used, a suitable hook or lift sling shall be used. The crane shall be so placed that all lifting is done in a vertical plane. Materials or equipment

skid loaded, palletized, or handled on skidways shall not be skidded or rolled against material or equipment already unloaded.

2. Material and equipment shall be delivered to the job site by means that will adequately support it and not subject it to undue stresses. Material and equipment damaged or injured in the process of transportation unloading or handling shall be rejected and immediately removed from the site.
3. The CONTRACTOR shall coordinate the delivery of all materials, including those furnished by the CITY. The CONTRACTOR shall be responsible for the proper transport, handling, and storing of all materials, and materials shall be protected to ensure their expected performance. Delivery schedules shall be coordinated by the CONTRACTOR, in advance, so that the Work will be done in a timely manner.
4. The CONTRACTOR shall coordinate deliveries of products with construction schedules to avoid conflict with work and conditions at the site. The Contractor shall also do the following:
 - a. Deliver products in undamaged condition, in the manufacturer's original containers or packaging, with identifying labels intact and legible.
 - b. Immediately on delivery, inspect shipments to ensure compliance with requirements of the Contract Documents and approved submittals and to ensure that the products are properly protected and undamaged.
5. The CONTRACTOR shall provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.
6. All materials and equipment shall be stored on-site in complete compliance with the manufacturer's recommendations.
7. Store products subject to damage by the elements in weather-tight enclosures.
8. Maintain temperature and humidity within the ranges required by the manufacturer's instructions.
9. Store fabricated products above the ground, on blocking or skids to prevent soiling or staining. Cover products that are subject to deterioration with impervious sheet coverings, and provide adequate ventilation to avoid condensation.

10. All materials and equipment to be incorporated in the Work shall be handled and stored by the CONTRACTOR before, during, and after shipment in a manner that will prevent warping, twisting, bending, breaking, chipping, rusting, and any injury, theft, or damage of any kind to the material or equipment.
11. All materials which, in the opinion of the 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 the CONTRACTOR shall receive no compensation for the damaged material or its removal.
12. The CONTRACTOR shall arrange storage in a manner to provide easy access for inspection and make periodic inspections of stored products to ensure that products are maintained under specified conditions, free from damage or deterioration.
13. The CONTRACTOR shall provide substantial coverings as necessary to protect installed products from traffic damage and subsequent construction operations and shall remove these coverings when they are no longer needed.
14. Should the CONTRACTOR fail to take proper action on storage and handling of equipment supplied under this Contract, within 7 days after written notice to do so has been given, the CITY retains the right to correct all deficiencies noted in the previously transmitted written notice and deduct the cost associated with these corrections from the CONTRACTOR's Contract. These costs may include expenditures for labor, equipment use, administrative, clerical, engineering, and any other costs associated with making the necessary corrections.
15. Schedule delivery to reduce long-term onsite storage before installation and/or operation. Under no circumstances shall equipment be delivered to the site more than 1 month before installation without written authorization from the Engineer.
16. Coordinate delivery with installation to ensure minimum holding time for items that are hazardous, flammable, easily damaged, or sensitive to deterioration.
17. Deliver products to the site in the manufacturer's original sealed containers or other packing systems, complete with instructions for handling, storing, unpacking, protecting, and installing.

18. Unload and place all items delivered to the site in a manner which will not hamper normal construction operation nor that of subcontractors and other contractors and will not interfere with the flow of necessary traffic.
19. Provide necessary equipment and personnel to unload all items delivered to the site.
20. The CONTRACTOR shall store and protect products in accordance with the manufacturer's instructions, with seals and labels intact and legible. Follow storage instructions, review them with the Engineer, and keep a written record of this. Arrange storage to permit access for inspection.
21. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
22. Store cement and lime under a roof and off the ground and keep it completely dry at all times. All structural, miscellaneous, and reinforcing steel shall be stored off the ground or otherwise to prevent accumulations of dirt or grease and in a position to prevent accumulations of standing water and to minimize rusting. Beams shall be stored with the webs vertical. Precast concrete shall be handled and stored in a manner to prevent accumulations of dirt, standing water, staining, chipping, or cracking. Handle and store brick, block, and similar masonry products in a manner to keep breaking, cracking, and spilling to a minimum.
23. Store all mechanical and electrical equipment and instruments subject to corrosive damage by the atmosphere if stored outdoors (even though covered by canvas) in a weathertight building to prevent damage. The building may be a temporary structure on the site or elsewhere, but it must be satisfactory to the Engineer. The building shall be provided with adequate ventilation to prevent condensation. The CONTRACTOR shall ensure that temperature and humidity are maintained within the range required by the manufacturer.
 - a. All equipment shall be stored fully lubricated with oil, grease, and other lubricants unless otherwise instructed by the manufacturer.
 - b. 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, the CONTRACTOR shall start the equipment, at least at half load, once weekly for an adequate period to ensure that the equipment does not deteriorate from lack of use.

- c. Lubricants shall be changed when installation is complete and as frequently as required thereafter during the period between installation and acceptance. The CONTRACTOR shall put new lubricants into the equipment at the time of acceptance.
- d. Before accepting equipment that has been stored for some time, the CONTRACTOR shall have the manufacturer inspect the equipment and certify that its condition has not been detrimentally affected by the long storage period. Such 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 the CONTRACTOR's expense.

1.9 QUALIFICATIONS (NOT USED)

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

**SECTION 01710
CLEANING**

PART 1 - GENERAL

1.1 DESCRIPTION

A. SCOPE OF WORK:

1. Execute cleaning, during progress of the Work and at completion of the Work as required by Section 00700: General Conditions.

B. RELATED REQUIREMENTS DESCRIBED ELSEWHERE:

1. Conditions of the Contract.
2. Each Specification Section: Cleaning for specific Products or Work.

1.2 DISPOSAL REQUIREMENTS

Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2 - PRODUCTS

2.1 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.

PART 3 - EXECUTION

3.1 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 as needed and dispose of at legal disposal areas away from the site.

3.2 DUST CONTROL

- A. Clean interior spaces prior to the start of finish painting and continue cleaning on an as-needed basis until paint is finished.
- B. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly-coated surfaces.

3.3 FINAL CLEANING

**SECTION 01710
CLEANING**

- A. Employ skilled workmen 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 CITY occupancy, CONTRACTOR shall conduct an inspection of sight-exposed interior and exterior surfaces and all work areas, to verify that the entire Work is clean.

END OF SECTION

SECTION 01720
PROJECT RECORD DRAWINGS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Scope of Work: Maintain at the site for the City one (1) 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, Working Drawings and Samples.
 - 7. Field Test Records.
 - 8. Construction photographs.
- B. Related Requirements Described Elsewhere:
 - 1. Shop Drawings, Working Drawings and Samples: Section 01340.

1.2 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples in Contractor's field office apart from documents used for construction.
- B. Provide files and racks for storage of documents.
- C. Provide locked cabinet or secure storage space for storage of samples.
- D. File documents and samples in accordance with CSI format with section numbers as provided herein.
- E. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
- F. Make documents and samples available at all times for inspection by the Engineer or City's Representative.
- G. As a prerequisite for progress payments, the Contractor is to exhibit the currently updated "Record Documents" for review by the Engineer and City.

1.3 MARKING DEVICES

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

1.4 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.
- D. All underground piping with elevations and dimensions.
 - 1. Changes to piping location.
 - 2. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 3. Actual installed pipe material, class, etc.
- E. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
- F. Field changes of dimension and detail.
- G. Changes made by Change Order.
- H. Details not on original Contract Drawings.
- I. Equipment and piping relocations.
- J. Specifications and Addenda: Legibly mark each section to record.
- K. Manufacturer, trade name, catalog number of Supplier of each product and item of equipment actually installed.
- L. Changes made by Change Order.
- M. Shop Drawings (after final review and approval): Provide five (5) sets of record drawings for each process equipment, piping, electrical system and instrumentation system.

1.5 SUBMITTAL

- A. At Contract closeout, after review by the Engineer and the City staff, the Contractor shall deliver Record Documents to the Engineer for the City, including the following:
 - 1. The record as-built drawings shall be submitted to the Engineer on Auto-CAD, Release 2016 or latest version used by City, two (2) CD's with signed and sealed digital pdf copies, and two (2) signed and sealed original full size (24"x36") paper copies.
 - 2. Accompany submittal with transmittal letter in duplicate, containing:
 - a. Date.
 - b. Project title and number.
 - c. Contractor's name and address.
 - d. Title and number of each Record Document.

- e. Signature of Contractor or his authorized representative.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

**SECTION 01740
WARRANTIES AND BONDS**

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Scope of Work:
 - 1. Compile specified warranties and bonds, as in Article 5 and 13 of Section 00700: General Conditions and as specified in these Specifications.
 - 2. Co-execute submittals when so specified.
 - 3. Review submittals to verify compliance with Contract Documents.
 - 4. Submit to the Engineer for review and transmittal to CITY.
- B. Related Work Described Elsewhere:
 - 1. Instruction to Bidders: Bid Bonds.
 - 2. Conditions of the Contract: Performance Bond and Payment Bond.
 - 3. General Conditions: Section 00700.
 - 4. Special Project Procedures: Section 01100.

1.2 SUBMITTAL REQUIREMENTS

- A. Assemble warranties, 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 warranty, bond or service and maintenance contract.
 - 5. Duration of warranty, bond or service maintenance contract.
 - 6. Provide information for CITY'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 number.

1.3 FORM OF SUBMITTALS

- A. Prepare in duplicate packets.
- B. Format:

**SECTION 01740
WARRANTIES AND BONDS**

1. Size 8-1/2 inches by 11 inches, punch sheets for standard three-post binder. Fold larger sheets to fit into binders.
2. Cover: Identify each packet with typed or printed title "WARRANTIES AND 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 (2) inches.

1.4 WARRANTY SUBMITTALS REQUIREMENTS

- A. For all major pieces of equipment, submit a warranty from the equipment manufacturer. The manufacturer's warranty period shall be concurrent with the CONTRACTOR's for one (1) year, unless otherwise specified, commencing at the time of final acceptance by the CITY.
- B. The CONTRACTOR shall be responsible for obtaining certificates for equipment warranty for all major equipment specified under Divisions 11: Equipment; and 15: Mechanical; and which has at least a 1 hp motor or which lists for more than \$1,000. The Engineer reserves the right to request warranties for equipment not classified as major. The 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. The CITY shall incur no labor or equipment cost during the guarantee period.
- D. 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 the manufacturer.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

**SECTION 02105
RIGHT-OF-WAY CLEARING**

PART 1 – GENERAL

1.1 DESCRIPTION

A. Scope of Work:

This section describes the work included in clearing the pipeline rights-of-way for construction operations.

B. Related Work Specified Elsewhere:

1. General Conditions: Section 00700.
2. Excavating, Backfilling, and Compacting: Section 02200.

C. Clearing Within Existing Rights-Of-Way:

Adhere to requirements of agency issuing permits for construction within its right-of-way.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

- A. Clearing: Remove and dispose of trees, snags, stumps, shrubs, brush, limbs, and other vegetative growth within the easement areas as required for trenching and installation of pipe. Remove all evidence of their presence from the surface (to a depth of twelve (12) inches below the surface) including sticks and branches. Remove and dispose of trash piles and rubbish. Protect trees, shrubs, and vegetative growth and fencing, which, are not required to be removed. The Contractor will be responsible to obtain any clearing permits required by all local laws, codes, and ordinances and comply with any tree mitigation requirements pertaining to the clearing permit.
- B. Trees and Shrubbery: Inspect the rights-of-way as to the nature, location, size, and extent of vegetative material to be removed or preserved, as specified herein. Preserve in place trees that are specifically shown on the Drawings and specified herein to be preserved.
- C. Preservation of Trees, Shrubs, and Other Plant Material:
1. All plant materials (trees, shrubbery, and plants) beyond the easement and right-of-way limits shall be saved and protected from damage resulting from the work. No filling, excavating, trenching, or stockpiling of materials will be permitted within the drip lines of these plant materials. The drip line is defined as a circle drawn by extending a line vertically to the ground from the outermost branches of a plant or group of plants. To prevent soil compaction within the drip line area, no equipment will be permitted within this area.
 2. Cut and remove tree branches where such cutting is necessary to effect construction operation. Remove branches other than those required to effect the work to provide a balanced appearance of any tree. Scars resulting from the removal of branches shall be treated with a tree sealant.
- D. Disposal of Clearing Debris: Do not burn combustible materials. Remove all cleared material from the worksite and dispose of in accordance with all local laws, codes, and ordinances.

END OF SECTION

02105-1

PART 1 -GENERAL

1.01 DESCRIPTION

- A. Scope of Work: The work to be performed under this section shall include the design and installation of a temporary dewatering system until completion of construction to remove storm and subsurface waters from structure or utility trench excavations as required.

1.02 QUALITY ASSURANCE

- A. Qualifications: The temporary dewatering system shall be designed by a firm who regularly engages in the design of dewatering systems and who is fully experienced, reputable and qualified in the design of such dewatering systems. The firm shall have a successful record of operation for a minimum of five (5) years prior to bid date. The design firm shall supply the Engineer with previous installation details of at least three (3) successful dewatering operations of a similar nature in the State of Florida.
- B. In lieu of experience, the Contractor shall provide a performance and warranty bond for 1.0 times the total installed cost of the temporary dewatering system. This bond shall be executed prior to award and/or contract execution.
- C. Standards: The dewatering of any excavation areas and the disposal of water during construction shall be in strict accordance with all local and state government rules and regulations. If a consumptive use permit is required by SJRWMD, the Contractor shall be responsible for preparing, submitting, and paying any applicable fees for said permit. The cost for obtaining this permit shall be included in the unit price items in the bid and no separate or additional payment will be made.
- D. If a NPDES permit is required the Contractor shall prepare, submit, obtain and pay for the permit application fees associated with obtaining this permit. The cost for obtaining this permit shall be included in the unit price items in the bid form and no separate or additional payment will be made.

1.03 SUBMITTALS

- A. Submit to the Engineer for review, the proposed methods of construction, including dewatering, excavation, bedding, filling, compaction and backfilling for the various portions of the Work. Review shall be for method only. The Contractor shall remain responsible to the adequacy and safety of the methods.
- B. Submittals shall be in accordance with Section 01340, and shall include the following:
 - 1. Design Notes and Drawings.
 - 2. Descriptive literature of the temporary dewatering system.
 - 3. Layout of all piping involved.
 - 4. Observation well locations.

PART 2 - PRODUCTS

2.01 GENERAL

- A. The equipment specified herein shall be standard dewatering equipment of proven ability as designed and manufactured by firms having experience in the design and production of such equipment. The equipment furnished shall be designed, constructed and installed in accordance with the best practices and methods.
- B. Only "Silent Pac" type of dewatering pumps will be used.

PART 3 – EXECUTION

3.01 GENERAL

SECTION 02140
DEWATERING

- A. The Contractor shall be required to monitor the performance of the dewatering system during the progress of the Work and require such modifications as may be required to assure that the systems will perform satisfactorily. The dewatering system shall be designed in such a manner as to preserve the undisturbed bearing capacity of the subgrade soils at the bottom of the trench or excavation for the structures and pipeline, and the dewatering system shall be designed to meet the requirements as specified herein.
- B. Dispose of water in a manner to avoid damage to property. Maintain excavation "in-the-dry" condition until backfill has been placed and compacted. Whatever the nature of unstable material encountered, or the groundwater conditions, drainage shall be complete and effective.

3.02 DEWATERING, DRAINAGE AND FLOTATION

- A. Water levels will normally vary from season to season. No claims for extras based on groundwater table conditions will be allowed.
- B. The Contractor shall construct and place all pipelines, structures, concrete work, fill, backfill and bedding material in-the-dry. In addition, the Contractor shall make the final 24 inches of excavation for this work in-the-dry and not until the water level as indicated by groundwater observation wells is a minimum of 24 inches below proposed bottom of excavation. For purposes of this Contract, in-the-dry is defined as $\pm 2\%$ of the optimum moisture content of the soil.
- C. The Contractor shall, at all times during construction, provide and maintain proper equipment and facilities to remove promptly and dispose of properly all water entering excavations and keep such excavations dry so as to obtain a satisfactory undisturbed subgrade foundation condition until the fill, structure, or pipes to be built thereon have been completed to such extent that they will not be floated or otherwise damaged by allowing water levels to return to natural elevations.
- D. Dewatering shall at all times be conducted in such a manner as to preserve the natural undisturbed bearing capacity of the subgrade soils at proposed bottom of excavation.
- E. It is expected that wellpoints will be required for pre-drainage of the soils prior to final excavation for most of the in-ground structures or piping and for maintaining the lowered groundwater level until construction has been completed to such an extent that the structure, pipeline or fill will not be floated or otherwise damaged. Wellpoints shall be surrounded by suitable filter sand and no fines shall be removed by pumping. Pumping from wellpoints shall be continuous and standby pumps shall be provided.
- F. The Contractor shall furnish all materials and equipment and perform all work required to install and maintain the drainage systems he proposed for handling groundwater and surface water encountered during construction of structures, pipelines and compacted fills.
- G. The Contractor's proposed method of dewatering shall include operating groundwater observation wells to be used to determine the water level during construction. Observation wells shall be installed at structures and along pipelines at locations as approved by the Engineer prior to their installation.
- H. Prior to excavation, the Contractor shall submit his proposed method of dewatering and maintaining dry conditions to the Engineer for approval. However, such approval shall not relieve the Contractor of the responsibility for the satisfactory performance of the system. The Contractor shall be responsible for correcting any disturbance of natural bearing soils or damage to structures caused by an inadequate dewatering system or by interruption of the continuous operation of the system as specified.
- I. As part of his request for approval of a dewatering system, the Contractor shall demonstrate the adequacy of the proposed system and wellpoint filter sand by means of a test installation. Discharge water shall be clean, with no visible soil particles in a one quart sample.
- J. Continuous pumping will be required as long as water levels are required to be below natural levels.

SECTION 02140
DEWATERING

3.03 OBSERVATION WELLS

- A. Prior to excavation, the Contractor shall install groundwater observation wells at locations to be approved by the Engineer adjacent to structures under construction for the purpose of measuring water levels during excavation. The observation well shall consist of screen, casing and cap of approved size and material of construction. The observation well shall be placed in a 2-1/2 inch bore hole which shall be carried to an elevation at least 24 inches below final subgrade. The annular space surrounding the intake point and the rise pipe shall be sealed in such a way as to prevent infiltration from surface water. The observation well shall be developed in such a manner as to ensure proper indication of subsurface water levels adjacent to the structure.
- B. The Contractor shall be responsible for maintaining the observation wells and for observing and recording the elevation of groundwater in them until adjacent structure is completed and backfilled. Each observation well shall be observed and recorded daily. Measurements shall be supplied daily to the Engineer. The Engineer may require that the observation wells reflect true groundwater levels by adding water to the well, recording the drop in the level from the time the water was added. A plugged observation well shall be redeveloped as necessary to indicate true groundwater levels.

3.04 PROTECTION AND SITE CLEAN-UP

- A. At all times during the progress of the Work the Contractor shall use all reasonable precautions to prevent either tampering with the system or the entrance of foreign material.
- B. Immediately upon completion of the dewatering system, the Contractor shall remove all of his equipment, materials, and supplies from the site of the work, remove all surplus materials and debris, fill in all holes or excavations, and grade the site to elevations of the surface levels which existed before work started. The site shall be thoroughly cleaned and approved by the Engineer.

3.04 PERMITS

- A. Contractor shall be responsible for obtaining all permits/approvals for the dewatering operations from all applicable federal, state and local agencies, including but not limited to, the withdrawal and disposal/discharge of water from the dewatering operations.

END OF SECTION

02140-3

SECTION 02200
EXCAVATING, BACKFILLING AND COMPACTING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Scope of Work: The work included under this Section consists of clearing, excavating, removal and replacement of unsuitable materials with suitable fill materials, grading and backfilling as required for the construction of the structures, piping and appurtenances as shown on the Drawings and specified herein.
- B. Related Work Described Elsewhere:
 - 1. Dewatering: Section 02140
 - 2. Solid Sodding: Section 02934
- C. Plan For Earthwork: The Contractor shall be responsible for having determined to his satisfaction, prior to the submission of his bid, the conformation of the ground, the character and quality of the substrata, the types and quantities of materials to be encountered, the nature of the groundwater conditions, the prosecution of the work, the general and local conditions and all other matters which can in any way affect the work under this Contract. Prior to commencing the excavation, the Contractor shall submit a plan of his proposed operations to the Engineer for review. The Contractor shall consider, and his plan for excavation shall reflect, the equipment and methods to be employed in the excavation. No claims for extras based on substrata or groundwater table conditions will be allowed.

1.2 QUALITY ASSURANCE

A Testing Laboratory employed by the Contractor will make such tests as are specified. The Contractor shall schedule his work so as to permit a reasonable time for testing before placing succeeding lifts and shall keep the laboratory informed of his progress. Costs for all testing shall be paid by the Contractor, including any and all tests, which have to be repeated because of the failure of the tested material to meet specifications. Testing Laboratory or Contractor shall provide a map of all test locations. All testing shall be done in the presence of the Engineer or the City Representative. The contractor shall also employ the services of a Geotechnical Engineer. In the event should unsuitable materials be encountered during excavation, the Geotechnical Engineer shall perform all required testing necessary to determine the extent of the unsuitable materials and recommend what remedies shall be necessary including the removal and replacement of unsuitable materials with suitable fill materials. The removal and replacement of unsuitable materials with suitable fill materials shall be paid for at the unit prices established in the Bid Form.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General:
 - 1. All fill and backfill material shall be subject to the approval of the Engineer.
 - 2. All fill and backfill material shall be free of organic material, trash, or other objectionable material. The Contractor, at no additional cost to the City of Jacksonville Beach, shall remove excess or unsuitable material from the job site.
- B. Common Fill Material: Common fill shall be sand and shall not contain stones, rock, concrete or other rubble larger than 2 inches in diameter. It shall have physical properties, which allow it to be easily spread and compacted.

PART 3 - EXECUTION

SECTION 02200
EXCAVATING, BACKFILLING AND COMPACTING

3.1 PREPARATION

- A. General: To the maximum extent possible, preserve existing trees and structures within the limits of construction. Any structure that must be disturbed due to contractor operations shall be returned to its original condition.

3.2 EXCAVATION

- A. Excavating for Utilities:
 - 1. Immediately document the location, elevation, size, material type and function of all new subsurface installations, and utilities encountered during the course of construction.
 - 2. Excavation equipment operators and other concerned parties shall be familiar with subsurface obstructions as shown on the Drawings and located in the field and should anticipate the encounter of unknown obstructions during the course of work.
 - 3. Encounters with subsurface obstructions shall be hand excavated.
 - 4. Excavation and dewatering shall be accomplished by methods, which preserve the undisturbed state of the suborder soils. Suborder soils which become soft, loose, "quick" or otherwise unsatisfactory for support of structures as a result of inadequate dewatering or other construction methods, shall be removed and replaced by crushed stone as required by the Engineer at the Contractor's expense.
 - 5. All pavements shall be cut for removal with saws and approved power tools.
 - 6. Excavated material shall be stockpiled in such a manner as to prevent nuisance conditions. Surface drainage shall not be hindered.
 - 7. All locations and elevations as required herein must be permanently documented by the Contractor on the Record Drawings prior to the Engineer's approval of the Application for Payment for that work.

3.3 DRAINAGE

- A. The Contractor shall at all times during construction provide ample means and devices with which to remove promptly and dispose promptly of all water entering trench and structure excavations and shall keep said excavations acceptably dry, until the structures to be built therein are completed. All water pumped or drained from the Work shall be disposed of in a suitable manner without damage to storm sewer, pavement, pipes, electrical conduits, or any other work and without damage to surrounding property and in accordance with pertinent rules and regulations.
- B. Drainage Shall Be Adequate: No pipe shall be laid in water and no water shall be allowed to rise above the bottom of any pipe while it is being jointed, except as otherwise permitted in writing. No masonry shall be placed in water and no water shall be allowed to rise over masonry until the concrete or mortar has attained its initial set. Nor shall water be allowed to run over the completed masonry for four days. In no event shall water be allowed to rise so as to set up unequal pressures in the structures until the concrete or mortar has set at least 24 hours and also, until any danger of flotation has been removed.
- C. Dewatering, if required, shall be continued during construction to keep the ground water below the level of the backfill at all times until the backfill is completed.

3.4 FILL AND COMPACTION

- A. All pipe trenches shall be backfilled with suitable material compacted to 95% (98% under all pavement) of ASTM D1557 in 6 inch lifts. The material should exhibit moisture content within ± 2 percent of the Modified Proctor optimum moisture content (AASHTO T-180) during the compaction operations. Special

SECTION 02200
EXCAVATING, BACKFILLING AND COMPACTING

care shall be taken on each side of the pipes and to 12 inches above pipe. All trench work shall be in compliance with Florida Chapter 90-96 "Trench Safety Act".

- B. Field density tests shall be determined in each layer of backfill at the following locations:
 - 1. Every 200 feet.
 - 2. Every street crossing.
 - 3. Every structure location
 - 4. Other locations as determined by the Resident Project Representative.
- C. Excavations shall be backfilled to the original grade or as indicated on the Drawings. Deviation from this grade because of settling shall be corrected. Backfill operation shall be performed to comply with all rules and regulations and in such a manner that it does not create a nuisance or safety hazard.

3.5 SHEETING, SHORING, AND BRACING

- A. The Contractor shall provide and install such sheeting and shoring as may be required to support the sides of any excavation to prevent earth movement that could endanger the work or workmen, or any existing structures, or to confine the construction within a specified area such as an easement or street right-of-way. It shall be the Contractor's responsibility to place this sheeting and shoring for such protective purposes without the Engineer's instructions. Pipeline sheeting shall extend a minimum of three feet below pipe or structure. In the process of extraction of sheeting, the use of vibratory type pile drivers (as opposed to impact type) shall be limited to that sheeting driven no greater than five (5) feet below the pipe invert.
- B. For excavations less than ten (10) feet in depth, the Contractor shall provide and install such sheeting and shoring as he may deem necessary. Such sheeting and shoring will be considered as being for the Contractor's convenience and benefit and all costs of furnishing, driving, and removing same shall be borne by him. Sheeting for excavations less than ten (10) feet in depth may be timber or steel at the Contractor's option, unless specified on the Contract Drawings and Documents, or specified by the Engineer.
- C. Unless otherwise directed by the Engineer, all timber sheeting shall be cut off a minimum of 30 inches below grade and left in place, with proper bracing to provide lateral support. Timber sheeting, bracing and shoring above the cut-off elevation shall be removed by careful extraction so as not to endanger other structures or property. All voids left shall be immediately backfilled with approved materials and compacted.
- D. Steel sheeting shall be required for all excavations ten (10) feet or more in depth and at such other locations as may be indicated on the drawings. Steel sheeting may be completely removed when sufficient backfill has been placed to prevent damage to the work and/or existing structures. Care shall be exercised to prevent the opening of voids during the extraction process.
- E. Steel sheeting shall be left in place when so authorized by the Engineer. The top of steel sheeting left in place shall be no less than 30 inches below grade unless otherwise shown on the Drawings, or directed by the Engineer.
- F. Steel drag shields or trench boxes may be used, location, fabrication and operation subject to written approval of the Engineer, and shall be Steel Safety Shield manufactured by Safety Shoring Shields, Inc., 155 North Dean Street, Englewood, New Jersey, 07861; Efficiency Trench Box manufactured by Efficiency Production, Inc. 2360 East Jolly Road, Okemos, Michigan 48864; or approved equal. Voids left by the advancement of the shield shall be carefully backfilled and compacted in accordance with trench backfill requirements.

END OF SECTION

SECTION 02407
DEMOLITION AND ABANDONMENT

1.1 SCOPE OF WORK

The Contractor shall furnish all materials, labor, supervision, and equipment required for the orderly demolition, abandonment, removal, and/or salvaging of existing structures, piping, valves, fittings, appurtenances, and other equipment, as shown on the drawings and described herein. All references to industry standards (AWWA, ASTM, etc.) shall be to latest version unless otherwise noted.

1.2 GENERAL REQUIREMENTS

Structures, equipment, piping and other improvements to be demolished or removed shall be as detailed on the drawings. Demolition shall be accomplished in a neat and careful manner so as not to damage adjacent structures, or unnecessarily interfere with existing operations. Fill shall be provided to match existing grades and the area spot sodded and grassed or replacement pavement provided as specified in these specifications.

1.3 ABANDONMENT

A. Pipelines

1. Abandonment by Plugging

When called for on the Contract Drawings, abandoned mains shall be plugged with a plugged fitting at points specified. All plugs shall be appropriately sized and shall conform to the piping being plugged.

2. Abandonment by Grout Filling

When called for on the Contract Drawings, the abandoned main shall be grout filled by pumping a grout mixture into the main with an approved grout. The main shall be completely filled, leaving no voids or air spaces. Grout mix shall be as specified in this specification section.

3. Abandonment by Sealing

All below grade pipe to be abandoned by sealing, either as noted on the Contract Drawings or as a result of demolition of a structure, shall be sealed with grout, Class "C" concrete or brick and mortar. The grout, concrete or brick and mortar shall extend into the pipe for at least 12 inches, forming a solid waterproof plug completely bonded to the pipe.

4. Abandonment of Asbestos Pipe

Abandonment of asbestos piping shall be by either grout filling or sealing. While cutting asbestos pipe the operator must wear a HEPA type particle mask and adhere to all applicable safety standards for handling asbestos containing material.

B. Structures

The structure shall be removed to a point 36 inches below grade or as noted on the drawings. The remaining structure shall be filled with AASTHO Class A-3 soil, free of organic matter or other deleterious material, compacted to 100% of maximum density as determined by the Laboratory Standard Procter Test, ASTM D698. A tolerance of minus 2% will be allowed in the compactive effort. All pipes leading in and out of the structure to be abandoned shall be sealed or grout filled in accordance with this specification section and as indicated on the Contract Drawings. The portion of the structure to be removed shall be removed from the site and disposed of at an approved disposal facility.

1.4 REMOVAL

A. Pipelines

1. Below Grade

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DEMOLITION AND ABANDONMENT

When called for on the Contract Drawings, removal of existing pipelines shall mean complete removal of the existing pipeline and disposal of the pipe and appurtenances (valves, fittings, thrust blocks, etc.) not indicated to be salvaged. Backfill and compaction shall conform to Section 2200, Excavating, Backfilling and Compacting of this specification.

2. Above Grade

All existing piping and appurtenances (valves, fittings, etc.) located above ground shall be removed to a minimum of 36 inches below the finish grade. The abandoned pipe ends, below grade, shall be sealed with Class "C" concrete or completely grout filled as specified in this section and as indicated on the Contract Drawings.

3. Asbestos Pipe

Removal of asbestos pipe shall be in accordance with Sections 4.1.1 and 4.1.2 above. While cutting asbestos pipe, the operator must wear a HEPA type particle mask and adhere to all applicable safety standards for handling asbestos containing material. Asbestos pipe may be disposed of in an approved landfill site.

B. Structures

Removal of existing structures, where designated on the drawings, shall be the complete removal of the existing structures. The existing structures shall be removed from the site. Any or all existing pipes in and out of the structure to be removed shall be plugged, grout filled, sealed or connected to the new structure as specified and as indicated on the Contract Drawings. The void left by the structure removal shall be filled and compacted in accordance with Section 02200, Excavating, Backfilling and Compacting of this specification.

1.5 DISPOSAL OF DEBRIS

All material not salvable shall be considered debris and disposed of by hauling to an approved disposal site. The Contractor shall be responsible for the disposition of all debris.

1.6 SALVABLE MATERIAL

All equipment, piping, fittings, valves and appurtenances to be removed or abandoned shall be inspected by the City of Jacksonville Beach or its representative immediately prior to removal or abandonment. The City of Jacksonville Beach's decision as to the salvability shall be final. Such material which is, in the opinion of the City of Jacksonville Beach or its representative, salvable shall be removed and transported to a location within the limited of the City of Jacksonville Beach as designated by the representative for the City of Jacksonville Beach. If the equipment is not wanted by the City of Jacksonville Beach, the Contractor shall become the owner of the equipment and shall dispose of same. Under no circumstances may existing structures, piping or equipment be removed or demolished without obtaining approval from the City of Jacksonville Beach or its representative. The Contractor shall be responsible for transporting the salvable material to the desired location.

1.7 GROUT MIX

Grout for filling abandoned mains shall consist of at least 15 percent Portland Cement by volume and shall be mixed to a consistency suitable for pumping. Sand used in the mixture shall be composed only of hard, strong, durable, uncoated grains of quartz and shall be free from extraneous substances.

END OF SECTION

**SECTION 02720
DRAINAGE STRUCTURES PIPE AND FITTINGS**

PART 1 - GENERAL

1.1 DESCRIPTION

Scope of Work: The work covered and described in this Section includes the furnishing and construction of storm sewers, inlets and other drainage structures as shown on the Drawings and specified herein.

1.2 QUALITY ASSURANCE

Provide certification of quality by manufacturer to Engineer ten (10) days prior to installation.

1.3 SUBMITTALS

- A. Shop Drawings: Shop drawings for the following items shall be submitted to the Engineer for approval in accordance with Section 01340: Shop Drawings, Working Drawings and Samples.
 - 1. Grates, manhole frames, covers, and other castings.
 - 2. Precast structures.
- B. Pipe certification of quality by producer shall be delivered to Engineer ten (10) days prior to delivery to the job site.

1.4 JOB CONDITIONS

Existing Drainage System: Maintain operational, prevent siltation.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: The Contractor must furnish the type of drainage pipe as shown on the Drawings.
- B. Polyvinyl chloride pipe: Gravity storm sewer pipe 24-inch and smaller shall be polyvinyl chloride pipe. Plastic gravity storm sewer pipe and fittings shall be unplasticized polyvinyl chloride (PVC) and conform to the requirements of ASTM Designation D-3034 or ASTM F-679, Class 12454-B PVC compound conforming to ASTM resin specification D-1784 with wall thickness T-1, SDR 26. Pipe shall have a bell type coupling with a thickened wall section integral with the pipe barrel in accordance with ASTM D-3212. Elastomeric seals shall meet ASTM F-477 or ASTM F-913. PVC pipe and fittings shall be as manufactured by Johns-Manville, Scepter, or equal.
- C. Concrete pipe: Gravity storm sewer pipe larger than 24-inch shall be reinforced concrete pipe. Concrete pipe shall be reinforced concrete pipe conforming to ASTM Designation C-76, Table III, except when otherwise indicated. Reinforced concrete horizontal elliptical pipe shall conform to the requirements of ASTM Designation C-507, Class HE III. Pipe joints shall be rubber gasket joints, and the pipe joint shall be manufactured to meet the requirements of the approved type of gasket to be used. Pipe joints and rubber gaskets shall conform to the requirements of Section 942 of the FDOT Standard Specifications. Pipe walls shall have no holes and joints shall be double wrapped with TNS-R035 filter fabric as produced by TNS Advanced Technologies, Greer, South Carolina or Geotex 351 filter fabric as produced by Synthetic Industries, Inc., Chattanooga, Tennessee. Fabric shall be secured to pipe with steel or plastic strapping.
- D. Brick: Brick for drainage structures shall be dense, hard burned, shale or clay brick conforming to ASTM Designation C-32, Grade MM or C-62, Grade MW, except that brick absorption shall be between five and twenty-five grams of water absorbed in one minute by dried brick, set flat face down, in 1/8 inch of water.

SECTION 02720
DRAINAGE STRUCTURES PIPE AND FITTINGS

- E. Cement Mortar: Cement mortar for inlet/manhole construction shall be one part cement and two parts clean sharp sand to which may be added lime in the amount of not over twenty-five percent volume of cement. It shall be mixed dry and then wetted to proper consistency for use. Cement mortar for manhole construction shall be as specified in ASTM Designation C-270, Type M, except that the cement shall be Portland Type II. No mortars that have stood for more than one hour shall be used.
- F. Concrete and reinforcing steel: Concrete and reinforcing steel shall conform to the following requirements. Concrete classes for the various purposes shall be as follows:
 - 1. Inlet bottoms: Class A – 4,000 psi
 - 2. Pipe and riser encasement: Class B – 3,000 psi
 - 3. Protective slabs: Class B – 3,000 psi
 - 4. Manhole bottoms: Class A – 4,000 psi
- G. Precast Concrete Units: Precast concrete units shall conform to applicable requirements of Division 3: Concrete of these Specifications. Concrete for use in precast units shall be Class A.
- H. Castings: Castings for inlets and other items shall conform to the ASTM Designation A-48, Class 25. Castings for manhole frames, covers, and other items shall conform to ASTM Designation A-48, Class 30, and shall be U.S. Foundry and Manufacturing Corp., No. 32, or equal. Castings shall be true to pattern in form and dimensions and free of pouring faults and other defects in positions which would impair their strength or otherwise make them unfit for the service intended. The seating between frames and covers shall be machined to fit true. No plugging or filling will be allowed. Lifting or “pick” holes shall be provided, but shall not penetrate the cover. Casting patterns shall conform to those shown or indicated on the Drawings.
- I. Wetwells, Inlets, and Manholes: (Refer to Section 03480 – Precast Concrete Specialties)
- J. Pipe Connections: All openings for PVC pipes in inlets and manholes shall be sealed watertight by Kor-N-Seal, Link Seal, or equal.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Pipe Trenches:
 - 1. Pipe trenches shall be of necessary widths for the proper laying of the pipe and the banks shall be as nearly vertical as practicable. In paved areas the trench shall be vertical and sheeted, if required; the clearance between the pipe and trench wall or back of sheeting shall not exceed 18 inches. The bottom of the trenches shall be excavated to a depth of the outside bottom of the pipe barrel. Any over excavation shall be replaced with suitable compacted material. Excavation for inlets and other appurtenances shall be sufficient to provide a clearance between their outer vertical surfaces and the face of the excavation or sheeting, if used, of not less than 12 inches.
 - 2. Soft, spongy, or otherwise unstable material encountered below the established grade of the excavation which will not provide a firm foundation for subsequent work shall be removed and replaced as directed. Unless otherwise directed, all such unstable materials shall be removed for the full width of the excavation and replaced with approved fill material.
 - 3. Where sheeting and bracing are necessary to prevent caving of the trench sidewalls or sidewalls of excavation for other structures, and to safeguard the workmen, the trench or excavation for other

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DRAINAGE STRUCTURES PIPE AND FITTINGS

structures shall be dug to such width that the proper allowance is made for the space occupied by the sheeting and bracing to provide clearance as specified above.

3.2 INSTALLATION

A. Laying Drainage Pipe:

1. All pipes shall be carefully laid true to the line and grade shown on the Drawings. Any deviation from true alignment or grade which would result in a displacement from the normal position of the gasket of as much as 1/4 inch, or which would produce a gap exceeding 1/2 inch between sections of pipe for more than 1/3 of the circumference of the inside of the pipe, will not be acceptable and where such occurs, the pipe shall be re-laid without additional compensation. No mortar, joint compound, or other filler, which would tend to restrict the flexibility of the gasket joint, shall be applied to the gap. Pipes having defects that have not caused their rejection are to be so laid that these defects will be in the upper half of the sewer.
2. Before installation of the pipe gasket, the gasket and the surface of the pipe joint, including the gasket recess shall be clean and free from grit, dirt, or other foreign matter at the time the joints are made. In order to facilitate closure of the joint, application of an approved vegetable soap lubricant immediately prior to closing of the joint will be permitted.
3. All pipes shall be laid with bells or grooves uphill. As the pipes are laid throughout the work, they must be thoroughly cleaned and protected from dirt and water. No length of pipe shall be laid until the two preceding lengths have been thoroughly embedded in place so as to prevent any movement or disturbance of the finished joint. No walking on or working over the pipes after they are laid, except as may be necessary in tamping earth and refilling, will be permitted until they are covered to a depth of one (1) foot. No pipe shall be laid except in the presence of the authorized inspector. Fill placed around the pipe shall be deposited on both sides simultaneously to approximately the same elevation and uniformly compacted. Whenever the pipe laying is discontinued, as at night, the unfinished end is to be securely protected from displacement due to caving of the banks or from other injury and a suitable stopper is to be inserted therein.

B. Drainage Structures: Precast inlets, manholes, or other structures shall conform to the Drawings. Grates are to be set in place in mortar to the proper line and grade. Manhole frames and covers shall be set accurately to grade to conform to the finished grade of the adjacent areas. Drainage structures shall be set plumb to a tolerance of 0.25-inch horizontal per 10 feet vertical.

C. Backfilling for Pipe and Drainage Structures:

1. After the pipe has been installed, approved selected material from excavation at a moisture content which will facilitate compaction shall be placed along side the pipe in layers not exceeding 6 inches loose measure in depth. Care shall be taken to ensure thorough compaction of the fill under the haunches of the pipe. Each layer shall be thoroughly compacted by rolling or tamping with mechanical rammers. This method of filling and compacting shall be continued until the fill is 12 inches above the pipe, and then the remainder of the backfill shall be placed in lifts not exceeding 9 inches. The operation of heavy equipment shall be conducted so that no damage to the pipe will result. Backfill material 12 inches and above the top of the pipe shall be compacted to not less than 95 percent of maximum density as determined by AASHTO Designation T 180. Selected material for backfill shall not contain any stones or rock larger than 3 inches. Tests for density of compaction may be made at the option of the Engineer, and deficiencies shall be corrected by the Contractor without additional cost to the City.
2. Backfill for drainage structures shall be placed and compacted in the same manner as specified above for pipe, except the concrete shall be permitted to cure for not less than 5 days before the backfill is placed.

SECTION 02720
DRAINAGE STRUCTURES PIPE AND FITTINGS

3.3 FIELD QUALITY CONTROL

- A. Workmanship: It is imperative that the Contractor adhere rigidly to the specifications for materials and workmanship.
- B. Inspection: On completion of each block or section of storm sewer, or such other items as the City may direct, the block or section of storm sewer shall be cleaned, tested, and inspected by Tv'ing of the system piping. Each drainage structure or other appurtenances to the system shall be of the specified size and form, neatly and substantially constructed, with the top set permanently to exact position and grade. All repairs shown necessary by the inspection shall be made; broken or cracked pipe replaced; all deposits removed and the storm sewer left true to line and grade, entirely clean, and ready for use.

END OF SECTION

**SECTION 02934
SOLID SODDING**

PART 1 - GENERAL

1.1 DESCRIPTION

Scope of Work: The work specified in this Section consists of establishing a stand of grass, within the areas indicated on the Drawings, by furnishing and placing grass sod. Also included are watering and maintenance as required to assure a healthy stand of grass.

1.2 SUBMITTALS

A certification of sod quality by the producer shall be delivered to the Engineer ten (10) days prior to use.

PART 2 - PRODUCTS

2.1 GRASS SOD

- A. Grass sod shall be St. Augustine grass sod or as directed by the City Project Representative. All sod shall be well matted with grass roots. The sod shall be taken in rectangles, preferably 12-inch by 24-inch, shall be a minimum 2-inches in thickness and shall be live, fresh and uninjured at the time of planting.
- B. It shall be reasonably free of weeds and other grasses and shall have a soil mat of sufficient thickness adhering firmly to the roots to withstand all necessary handling. The sod shall be planted as soon as possible after being dug and shall be shaded and kept moist until it is planted.

2.2 WATER FOR GRASSING

The water used in the sodding operations shall be obtained as provided for in Section 01500: Temporary Facilities.

PART 3 - EXECUTION

3.1 PREPARATION OF GROUND

The area over which the sod is to be placed shall be scarified or loosened to a depth and then raked smooth and free from debris. Where the soil is sufficiently loose and clean, the Engineer, at his discretion, may authorize the elimination of ground preparation.

3.2 PLACING SOD

- A. The sod shall be placed on the prepared surface, with edges in close contact and shall be firmly and smoothly embedded by light tamping with appropriate tools.
- B. Sod, which has been cut for more than 72 hours shall not be used unless specifically authorized by the Engineer after his inspection thereof. Sod, which is not planted within 24 hours after cutting shall be stacked in an approved manner and maintained and properly moistened. Any pieces of sod which, after placing, show an appearance of extreme dryness shall be removed and replaced by fresh, uninjured pieces.
- C. Sodding shall not be performed when weather and soil conditions are, in the Engineer's opinion, unsuitable for proper results.

3.4 WATERING

The areas on which the sod is to be placed shall contain sufficient moisture, as determined by the Engineer, for optimum results. After being placed, the sod shall be kept in a moist condition to the full depth of the rooting zone

SECTION 02934
SOLID SODDING

for at least 2 weeks. Thereafter, the Contractor shall apply water as needed until the sod roots and starts to grow for a minimum of 60 days (or until final acceptance, whichever is latest).

3.5 MAINTENANCE

- A. The Contractor shall, at his expense, maintain the sodded areas in a satisfactory condition until final acceptance of the project. Such maintenance shall include repairing of any damaged areas and replacing areas in which the establishment of the grass stand does not appear to be developing satisfactorily.
- B. Replanting or repair necessary due to the Contractor's negligence, carelessness or failure to provide routine maintenance shall be at the Contractor's expense.

END OF SECTION

02934-2

SECTION 03480
PRECAST CONCRETE SPECIALTIES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Scope of Work: This section includes providing all materials, labor and equipment to construct and install the precast concrete wet wells, inlets and manholes as described here and/or shown on the Drawings.
- B. Related Work Described Elsewhere:
 - 1. Shop Drawings, Working Drawings and Samples: Section 01340.
 - 2. Drainage Structures, Pipes and Fittings: Section 02720
 - 3. Excavating, Backfilling and Compacting: Section 02200.
 - 4. Grouting: Section 03600.

1.2 SUBMITTALS

Materials and Shop Drawings: Submit manufacturer's catalog data on precast concrete wet wells, inlets, manholes and accessories. Show all dimensions and materials of construction by ASTM reference and grade.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Precast Concrete Wet Wells:
 - 1. Precast concrete wet wells shall be manufactured in a plant especially designed for that purpose, and shall conform to the shapes and dimensions indicated on the drawings. Precast wet wells shall be as manufactured by Taylor Precast, Green Cove Springs; Standard Precast, Florida; or equal. The equivalent product of another manufacturer or cast-in-place structure may be utilized where approved in advance.
 - 2. Design loads shall consist of dead load, live load, impact, and loads due to water table, as well as other loads, which may be imposed upon the structure. If cast-in-place concrete is to be used, the Contractor shall submit complete design data and drawings for approval at least two (2) weeks in advance of construction.
 - 3. Forms used for precast concrete shall be of metal and sufficiently designed and braced to maintain their alignment under pressures of the concrete during placing.
- B. Precast Manholes
 - 1. Precast units shall conform to the requirements of ASTM Designation C 478, Precast Reinforced Concrete Manhole Sections, with reinforcement of Grade 60 bars and the following modifications thereto:
 - a. Cement shall be Type II.
 - b. Joints shall be filled with performed plastic joint sealer "Ram-Nek" as manufactured by the K.T. Snyder Co. or equal.
 - c. Lifting holes through the structures are not permitted.
 - d. The reinforced concrete bottom and top slabs shall be as shown on the Drawings and the bottom slab shall be cast monolithically with the lower wall section and the longitudinal cylindrical

SECTION 03480
PRECAST CONCRETE SPECIALTIES

reinforcement shall be as shown on the Drawings or as otherwise approved by the Engineer.

- e. Exterior surfaces of sanitary sewer manholes shall be coated prior to installation with two (2) coats (8 mils each) of Koppers 300M (Coal Tar Epoxy) or approved equal.
2. Concrete classes for the various purposes shall be as follows:
 - a. Manhole bottoms: Class A.
 - b. Precast manholes: Class A.
 - c. Protective slabs: Class B.
3. Casting: Gray iron castings for manhole frames, covers, and other items shall conform to the ASTM Designation A 48, Class 30. Castings shall be true to pattern in form and dimensions and free of pouring faults and other defects in positions which would impair their strength, or otherwise make them unfit for the service intended. The seating surfaces between frames and cover shall be machined to fit true. No plugging or filling will be allowed. Lifting or "pick" holes shall be provided, but shall not penetrate the cover. Casting patterns shall conform to those shown or indicated on the Drawings. The word STORM SEWER shall be cast in all storm sewer manhole covers, and the word SANITARY shall be cast in all sanitary sewer manhole covers. All manhole frames and covers shall be traffic bearing unless otherwise specified.
4. Cement Mortar: Cement mortar for manhole construction shall be as specified in ASTM Designation C-270, Type M, except that the cement shall be Portland Type II. No mortars that have stood for more than one hour shall be used.

C. Precast Catch Basins

1. Precast catch basin units shall conform to the requirements of ASTM C-890 and C-913.
 - a. Cement shall be Type II.
 - b. Joints shall be filled with performed plastic joint sealer "Ram-Nek" as manufactured by the K.T. Snyder Co. or equal.
 - c. Lifting holes through the structures are not permitted.
 - d. The reinforced concrete bottom and top slabs shall be as shown on the Drawings and the bottom slab shall be cast monolithically with the lower wall section and the longitudinal cylindrical reinforcement shall be as shown on the Drawings or as otherwise approved by the Engineer.
2. Concrete classes for the various purposes shall be as follows:
 - a. Catch basin bottoms: Class A.
 - b. Precast catch basins: Class A.
 - c. Protective slabs: Class B.
3. Castings: Castings for inlets and other items shall conform to the ASTM Designation A-48, Class 25. Castings shall be true to pattern in form and dimensions and free of pouring faults and other defects in positions which would impair their strength or otherwise make them unfit for the service intended. No plugging or filling will be allowed. Casting patterns shall conform to those shown or indicated on the Drawings.
4. Cement Mortar: Cement mortar for inlet construction shall be one-part cement and two-parts clean sharp sand to which may be added lime in the amount of not over twenty-five percent volume of cement. It shall be mixed dry and then wetted to proper consistency for use. No mortars that have stood for more than one hour shall be used.

C. Concrete:

SECTION 03480
PRECAST CONCRETE SPECIALTIES

1. Aggregates: All aggregates, fine and coarse, other than lightweight aggregates, fine and coarse, shall conform to ASTM C-330. Aggregates shall be free of deleterious substances causing reactivity with oxidized hydrogen sulfide. Both types of aggregate shall be graded in a manner so as to produce a homogenous concrete mix. All materials are to be accurately weighed at a central batching facility for mixing.
 2. Cement shall be Portland cement conforming to ASTM C-150, Type V. Cement content shall be sufficient to produce minimum strength of 3,000 psi.
 3. Placing: All concrete shall be handled from the mixer or transport vehicle to the place of final deposit in a continuous manner, as rapidly as practicable, and without segregation or loss of ingredients, until the approved unit is completed. Concrete shall be placed in layers not over 2-feet deep. Each layer shall be compacted by mechanical internal or external vibrating equipment. Duration of the vibration cycle shall be limited to the time necessary to produce satisfactory consolidation without causing objectionable segregation.
 4. Curing:
 - a. For purposes of early reuse of forms, precast concrete may be steam cured after an initial set has taken place. The steam temperature shall not exceed 160 degrees Fahrenheit (°F), and the temperature shall be raised from normal ambient temperatures at a rate not to exceed 40 °F per hour.
 - b. The steam-cured unit shall not be removed from the forms until sufficient strength is obtained for the unit to withstand any structural strain to which it may be subjected during the form stripping operation. After the stripping of forms, further curing by means of water spraying or a membrane-curing compound may be used, and shall be of a clear or white type, conforming to ASTM C-309.
 5. Reinforcing steel shall be sufficiently tied to withstand any displacement during the pouring operation. All bars shall be intermediate or hard grade billet steel conforming to ASTM A-615.
- D. Sealing Compound and Grout: Plastic sealing compound shall comply with Federal Specifications SS-S-02210. Mortar shall comply with ASTM C-387, Type S, or use grout complying with Section 03600: Grout.
- E. Pipe Openings: Wall and top openings shall be blocked out to the dimensions shown on the Plans.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Earthwork: The Contractor shall prepare an excavation large enough to accommodate the structure and permit sealing of openings, waterproofing, and backfilling operations. Earthwork shall conform to the applicable sections of Division 2: Demolition and Abandonment.
- B. Sealing and Grouting: Fill all joints between precast sections with a joint sealant, as recommended by the structure manufacturer.
- C. Installing Wet Well Sections:
 1. Set each precast concrete unit plumb on a bed of sealant or grout to make a watertight joint at least 1/2 inch thick with the concrete base or with the preceding unit. Point the inside joint and wipe off the excess sealant or grout.

SECTION 03480
PRECAST CONCRETE SPECIALTIES

2. Assemble units so that the cover conforms to the elevations shown on the Drawings.
 3. Upon completion of installation, all voids or openings in the wet well walls around pipes shall be filled with 3,000 psi concrete or mortar, using an approved epoxy for bonding concrete surfaces.
- D. Waterproofing: All exterior vertical surfaces of precast concrete wet wells (below finished grade) shall be waterproofed. All interior surfaces of precast concrete wet wells shall be coal-tar epoxy coated.
- E. Backfill: After the structure and all appurtenances are in place and approved, backfill shall be placed to the original ground line or to the limits designated on the Drawings. Backfill material shall consist of sand or loose earth, free from stones, clods, or other deleterious material. It shall be placed in horizontal layers not exceeding 12-inches in depth, and shall be moistened and thoroughly compacted to a minimum relative density conforming to the requirements of Division 2: Excavating, Backfilling and Compacting.

END OF SECTION

03480-4

SECTION 03600
GROUT

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The work included in this Section consists of grouting the various items listed hereinafter and indicated on the Drawings.
- B. Related Work Described Elsewhere: Cast-in-Place Concrete, Section 03300.

1.02 SUBMITTALS

Manufacturer's literature shall be submitted for review including grout properties, mixing, surface preparation and installation instructions.

1.03 PRODUCT DELIVERY, STORAGE AND HANDLING

Grouting materials shall be delivered and stored in unbroken containers with seals and labels intact as packaged by the manufacturer.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Nonshrink, Nonmetallic Grout: Sauereisen F-100 Level Fill, Master Builders Masterflow 713, Burke Non-Ferrous, Non-Shrink Grout or equal pre-mixed type.
- B. Nonshrink Metallic Grout: Master Builders Embeco 636 Grout pre-mixed type, or equal.

PART 3 - EXECUTION

3.01 PREPARATION

- A. All bonding surfaces shall be clean and dust and oil free.

3.02 INSTALLATION

- A. Nonshrink Grout:
 - 1. Nonshrink, nonmetallic grout shall be used for grouting column base plates, anchor bolts, reinforcing bars, pipe sleeves, machinery supports and pump base plates.
 - 2. Nonshrink grout shall be mixed and placed as recommended by the manufacturer.
 - 3. Grout shall be mixed as close to the work area as possible and transported quickly to its final position in a manner, which will not permit segregation of materials.
 - 4. Nonshrink grout shall be cured with water-saturated burlap for at least 3 days.
 - 5. Machinery set on grout pads shall not be operated until the grout has cured for at least 36 hours.

END OF SECTION

CITY OF JACKSONVILLE BEACH

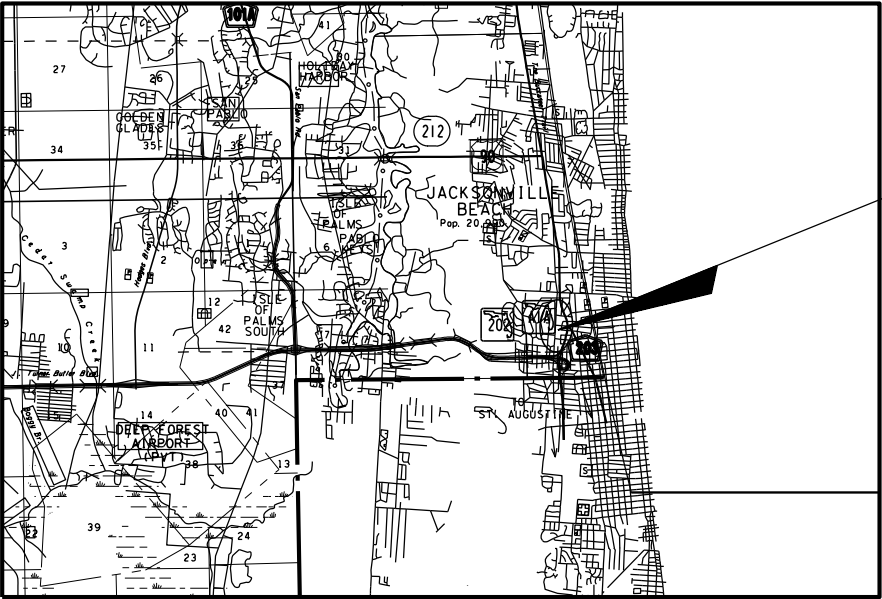
DEPARTMENT OF PUBLIC WORKS



ISABELLA BOULEVARD DRAINAGE IMPROVEMENTS

INDEX OF DRAWINGS

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FDOT DITCH BOTTOM INLET DETAILS *	DRDT-1 - DRDR-2
* = FOR REFERENCE ONLY	



VICINITY MAP

NTS



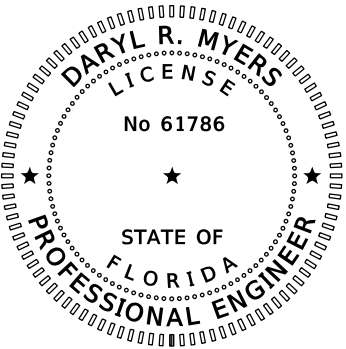
**PROJECT
LOCATION**

PLANS PREPARED BY:



HANSON PROFESSIONAL SERVICES INC.
8075 GATE PARKWAY WEST
SUITE 204
JACKSONVILLE, FL 32216
(904) 737-0090
CERTIFICATE OF AUTHORIZATION NO. 7961

THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY:



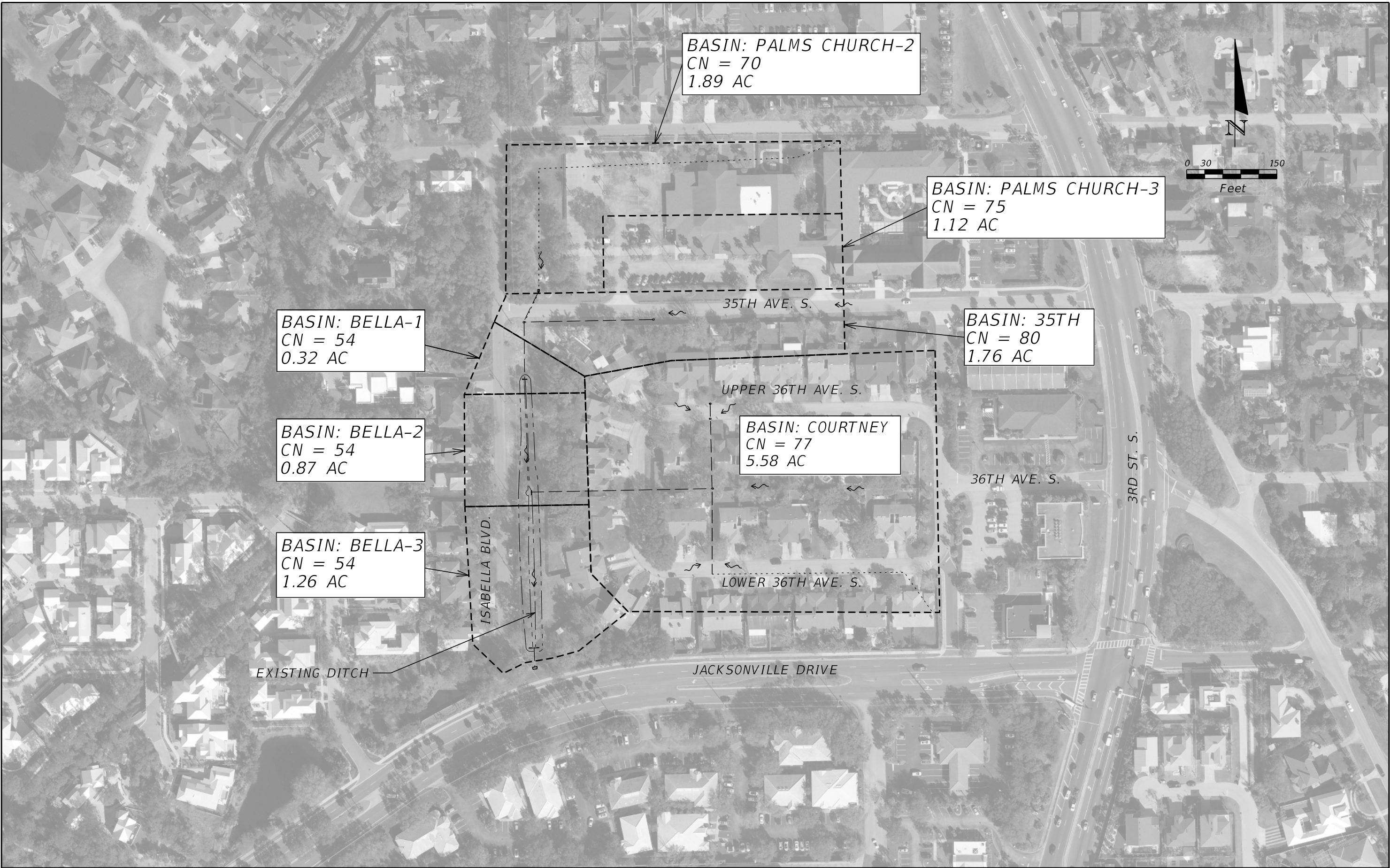
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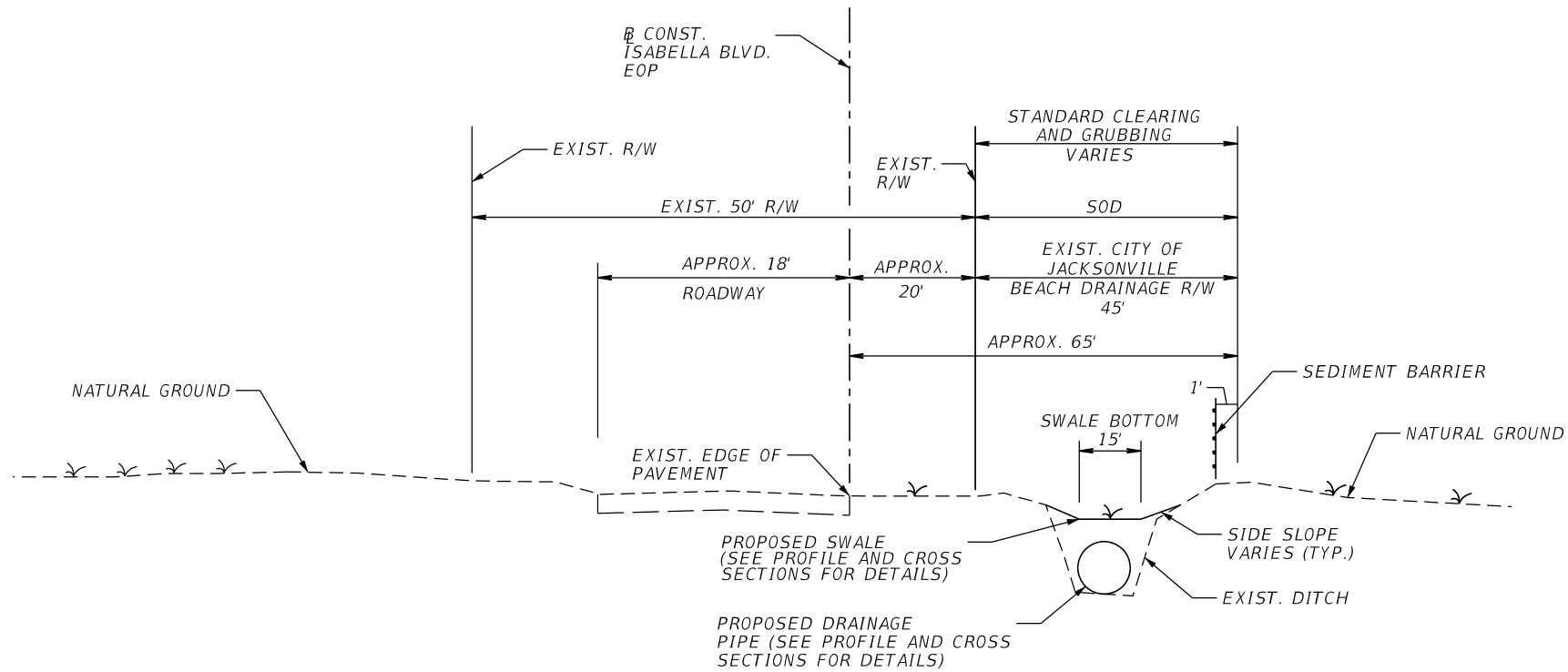
ENGINEER OF RECORD: DARYL R. MYERS, PE

P.E. NO.: 61786



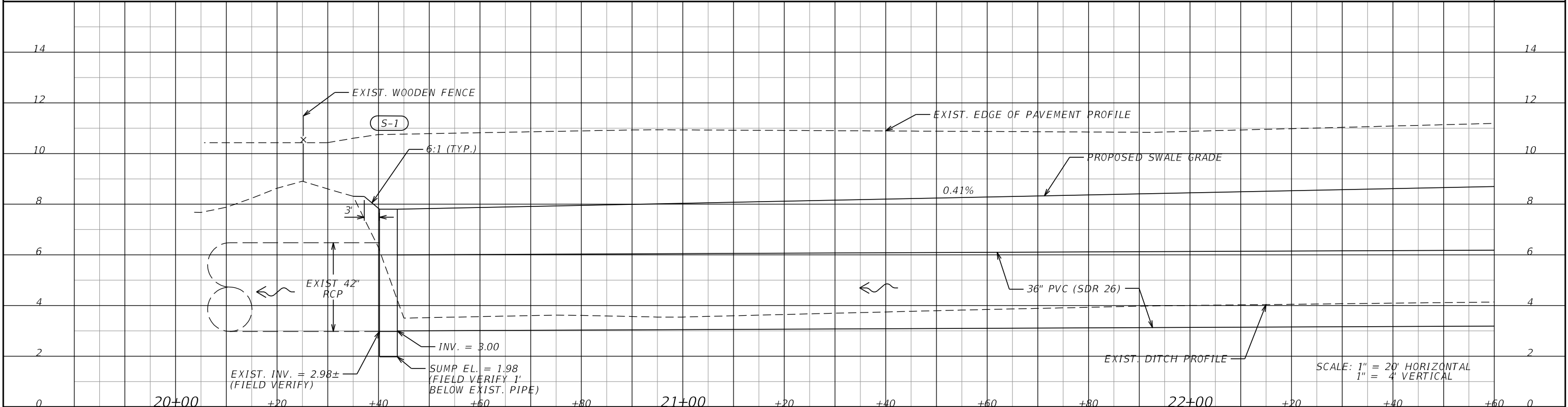
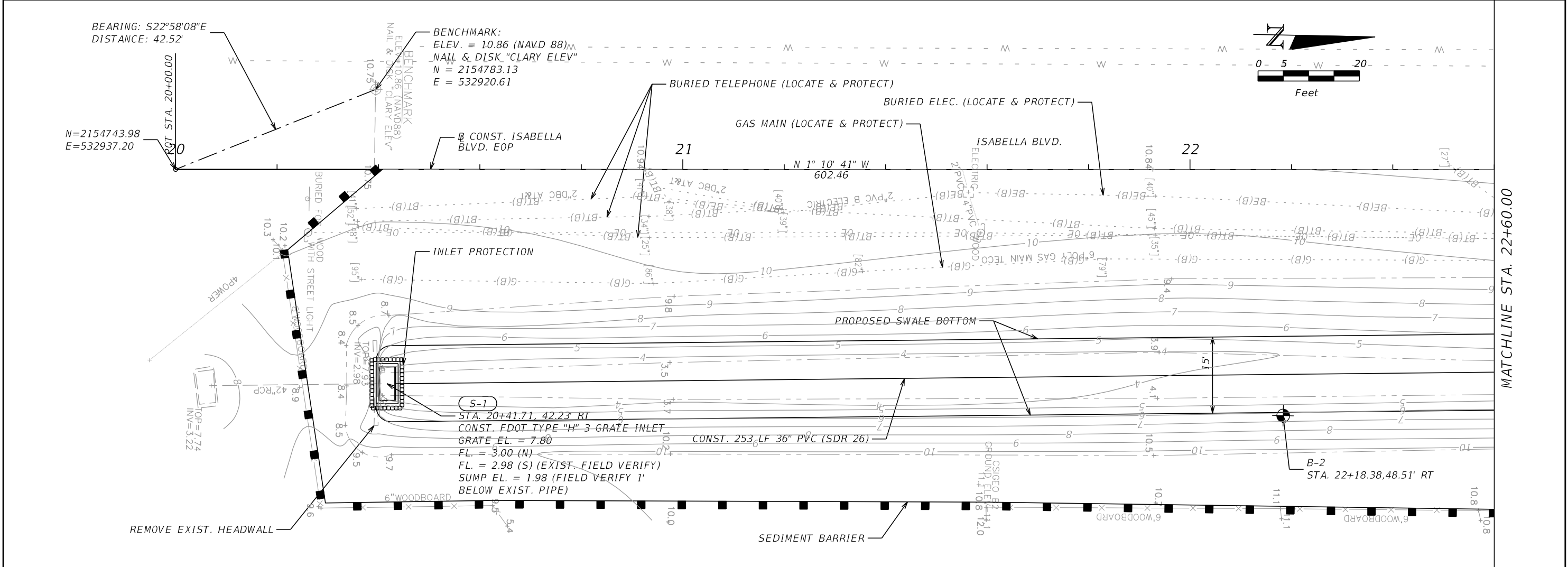
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DATE	DESCRIPTION	DATE	DESCRIPTION					
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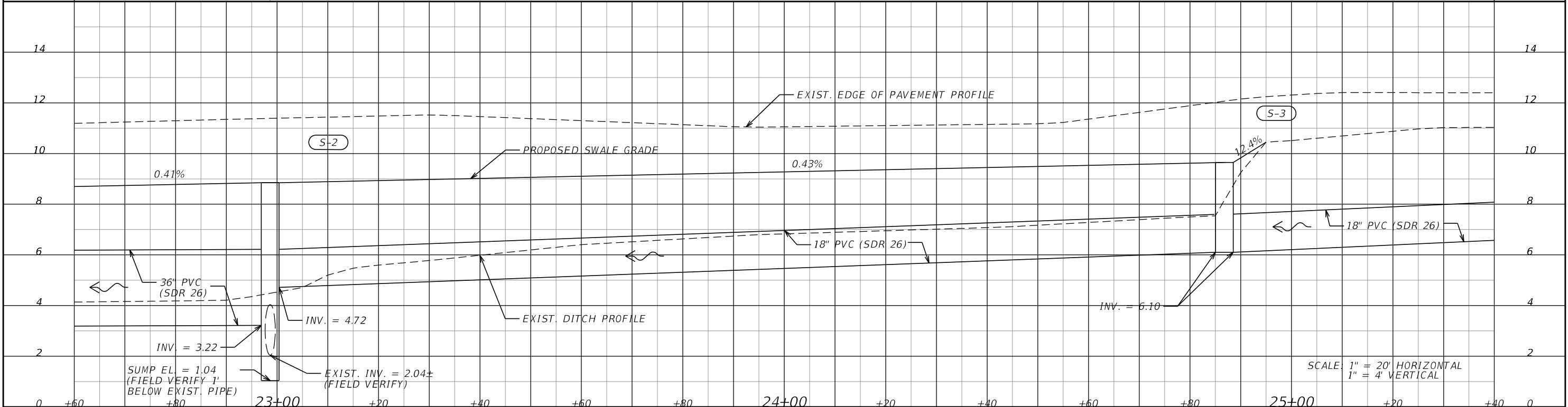
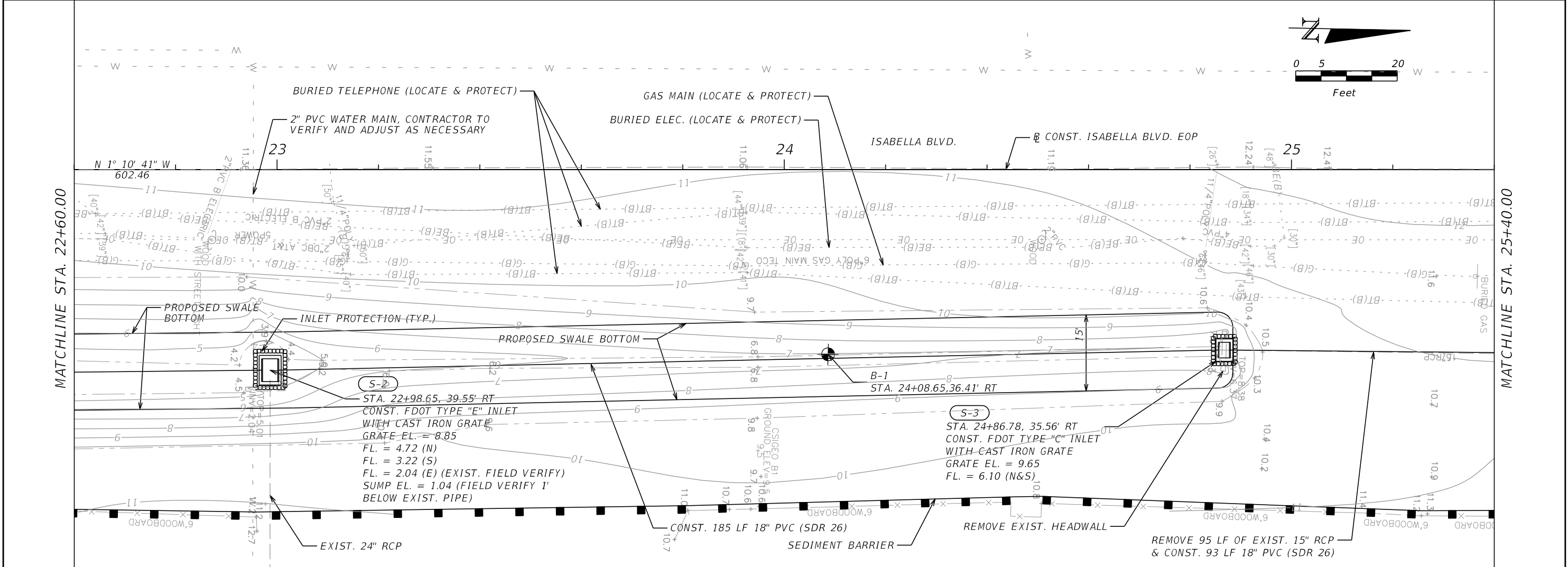
TYPICAL SECTION
ISABELLA BOULEVARD

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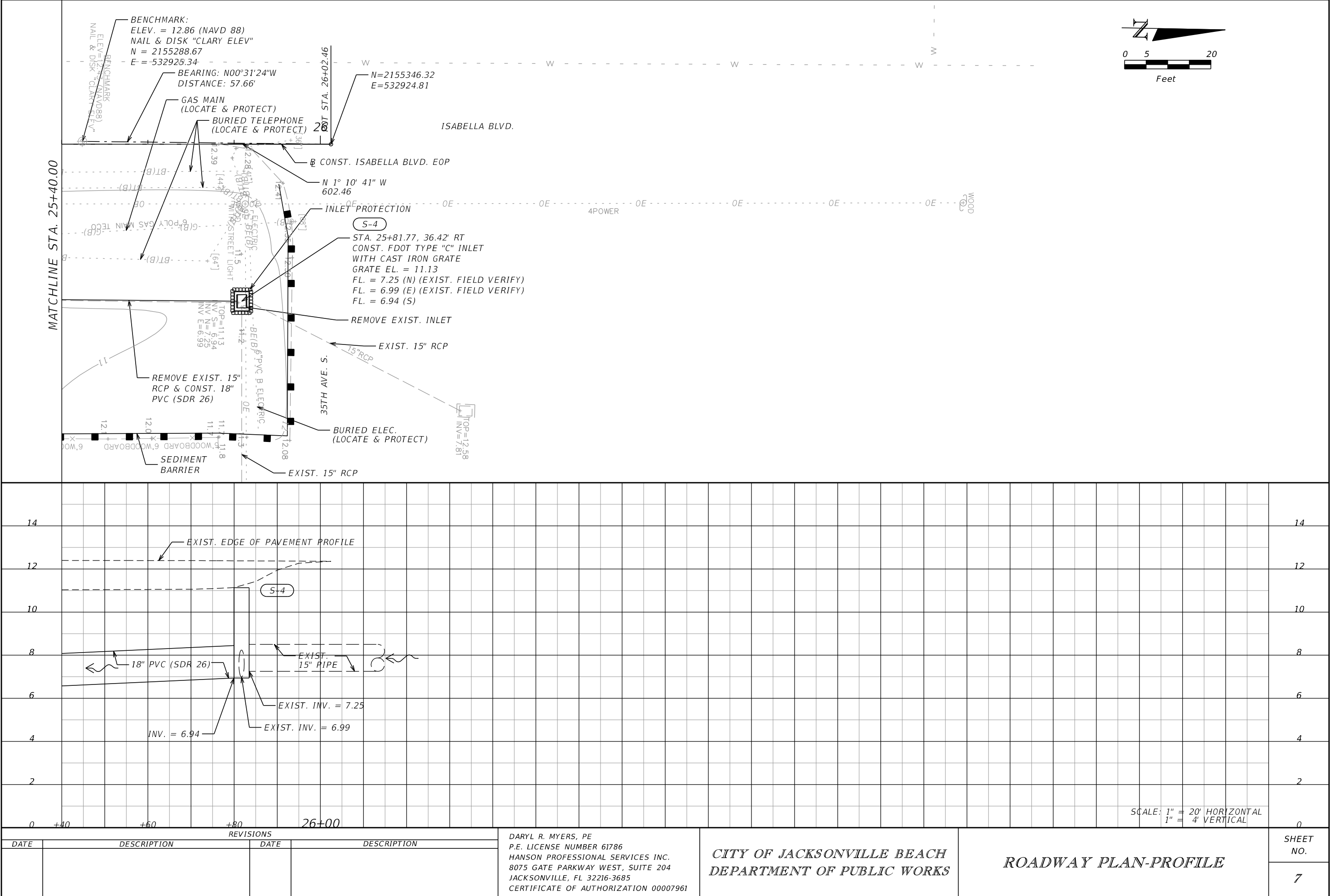


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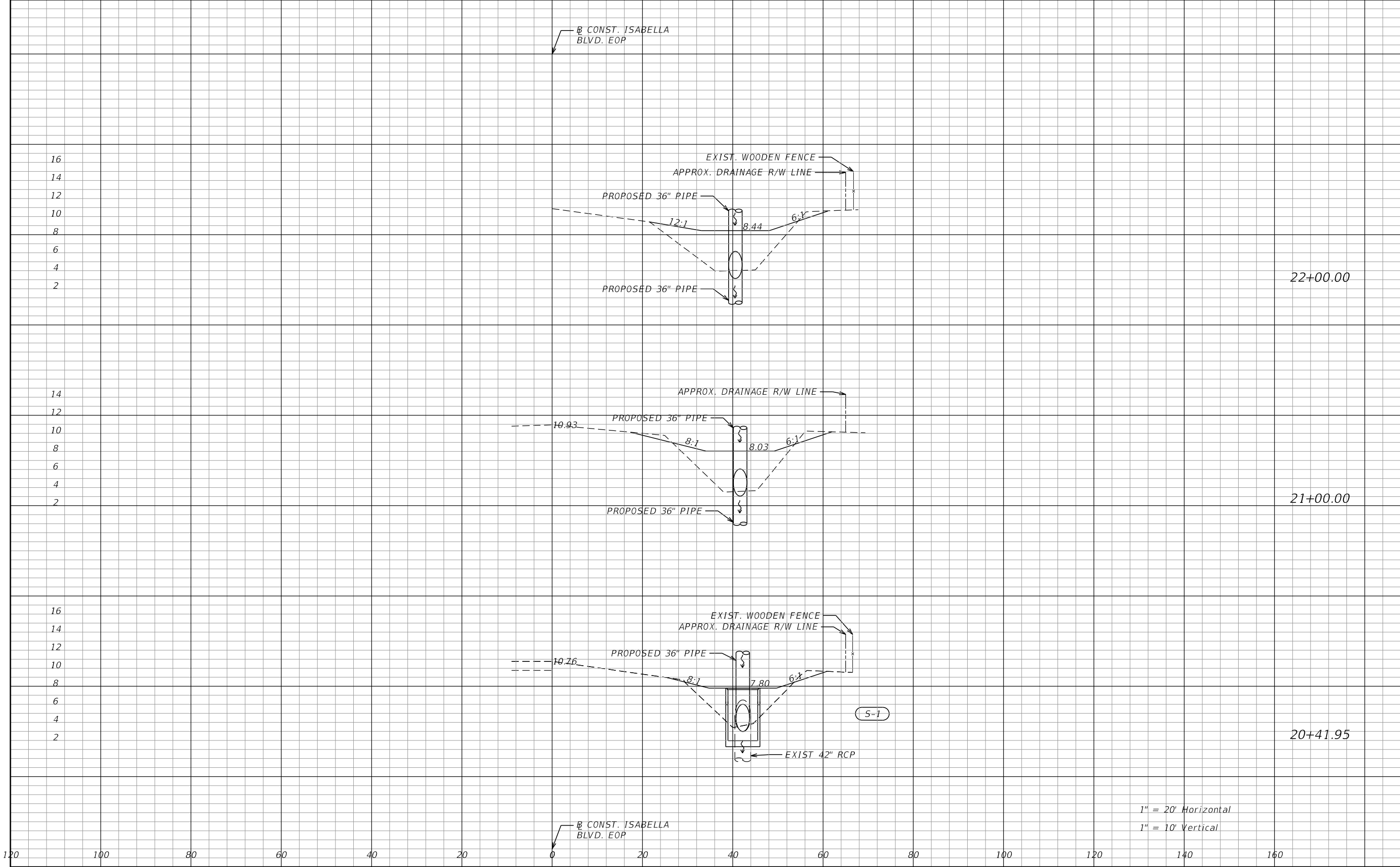


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DATE	DESCRIPTION	DATE	DESCRIPTION					

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1. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING SILT FROM SITE IF NOT REUSABLE ON-SITE AND ASSURING PLAN ALIGNMENT AND GRADE IN ALL DITCHES AND SWALES AT COMPLETION OF CONSTRUCTION.

2. THE SITE CONTRACTOR IS RESPONSIBLE FOR REMOVING THE TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES AFTER COMPLETION OF CONSTRUCTION AND ONLY WHEN AREAS HAVE BEEN STABILIZED.

3. ADDITIONAL PROTECTION - ON-SITE PROTECTION IN ADDITION TO THE ABOVE MUST BE PROVIDED THAT WILL NOT PERMIT SILT TO LEAVE THE PROJECT CONFINES DUE TO UNSEEN CONDITIONS OR ACCIDENTS.

4. CONTRACTOR SHALL INSURE THAT ALL DRAINAGE STRUCTURES, PIPES, ETC. ARE CLEANED OUT AND WORKING PROPERLY AT TIME OF ACCEPTANCE.

5. WIRE MESH SHALL BE LAID OVER THE DROP INLET SO THAT THE WIRE EXTENDS A MINIMUM OF 1 FOOT BEYOND EACH SIDE OF THE INLET STRUCTURE. HARDWARE CLOTH OR COMPARABLE WIRE MESH WITH 1/2-INCH OPENINGS SHALL BE USED. IF MORE THAN ONE STRIP OF MESH IS NECESSARY, THE STRIPS SHALL BE OVERLAPPED.

6. FDOT NO. 1 COARSE AGGREGATE SHALL BE PLACED OVER THE WIRE MESH AS INDICATED IN D-903. THE DEPTH OF STONE SHALL BE AT LEAST 12 INCHES OVER THE ENTIRE INLET OPENING. THE STONE SHALL EXTEND BEYOND THE INLET OPENING AT LEAST 18 INCHES ON ALL SIDES.

7. IF THE STONE FILTER BECOMES CLOGGED WITH SEDIMENT SO THAT IT NO LONGER ADEQUATELY PERFORMS ITS FUNCTION, THE STONES MUST BE PULLED AWAY FROM THE INLET, CLEANED AND REPLACED.

8. THE FILTER BARRIER SHALL BE ENTRENCHED AND BACKFILLED. A TRENCH SHALL BE EXCAVATED TO A MINIMUM DEPTH OF 8 INCHES. THE EXCAVATED SOIL SHALL BE BACKFILLED AND COMPACTED AGAINST THE FILTER BARRIER.

9. NECESSARY REPAIRS TO BARRIERS SHALL BE ACCOMPLISHED PROMPTLY.

10. SILT FENCES AND FILTER BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.

11. SHOULD THE FABRIC ON A SILT FENCE OR FILTER BARRIER DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE BARRIER STILL BE NECESSARY, THE FABRIC SHALL BE REPLACED PROMPTLY.

12. SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH STORM EVENT. THEY MUST BE REMOVED WHEN DEPOSITS REACH APPROXIMATELY ONE-THIRD THE HEIGHT OF THE BARRIER.

13. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE OR FILTER BARRIER IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM WITH THE EXISTING GRADE, PREPARED AND SEEDED.

14. THE STRUCTURE SHALL BE INSPECTED AFTER EACH RAIN AND REPAIRS MADE AS NEEDED.

15. SEDIMENT SHALL BE REMOVED AND THE TRAP RESTORED TO ITS ORIGINAL DIMENSIONS WHEN THE SEDIMENT HAS ACCUMULATED TO 1/3 THE DESIGN DEPTH OF THE TRAP. REMOVED SEDIMENT SHALL BE DEPOSITED IN A SUITABLE AREA AND IN SUCH A MANNER THAT IT WILL NOT ERODE.

16. THE CONTRACTOR IS RESPONSIBLE FOR FOLLOWING THE BEST EROSION AND SEDIMENT CONTROL PRACTICES AS OUTLINED IN THE PLANS, SPECIFICATIONS AND ST. JOHNS RIVER WATER MANAGEMENT DISTRICT SPECIFICATIONS AND CRITERIA.

17. FOR ADDITIONAL INFORMATION ON SEDIMENT AND EROSION CONTROL REFER TO "EROSION AND SEDIMENT CONTROL DESIGNER AND REVIEWER MANUAL" BY THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP).

18. EROSION AND SEDIMENT CONTROL BARRIERS SHALL BE PLACED ADJACENT TO ALL WETLAND AREAS WHERE THERE IS POTENTIAL FOR DOWNSTREAM WATER QUALITY DEGRADATION. SEE DETAIL SHEET FOR TYPICAL CONSTRUCTION.

19. ALL DISTURBED AREAS SHALL BE GRASSED, FERTILIZED, MULCHED AND MAINTAINED UNTIL A PERMANENT VEGETATIVE COVER IS ESTABLISHED.

20. SOD SHALL BE PLACED IN AREAS WHICH MAY REQUIRE IMMEDIATE EROSION PROTECTION TO ENSURE WATER QUALITY STANDARDS ARE MAINTAINED.

21. ANY DISCHARGE FROM DEWATERING ACTIVITY SHALL BE FILTERED AND CONVEYED TO THE OUTFALL IN A MANNER WHICH PREVENTS EROSION AND TRANSPORTATION OF SUSPENDED SOLIDS TO THE RECEIVING OUTFALL.

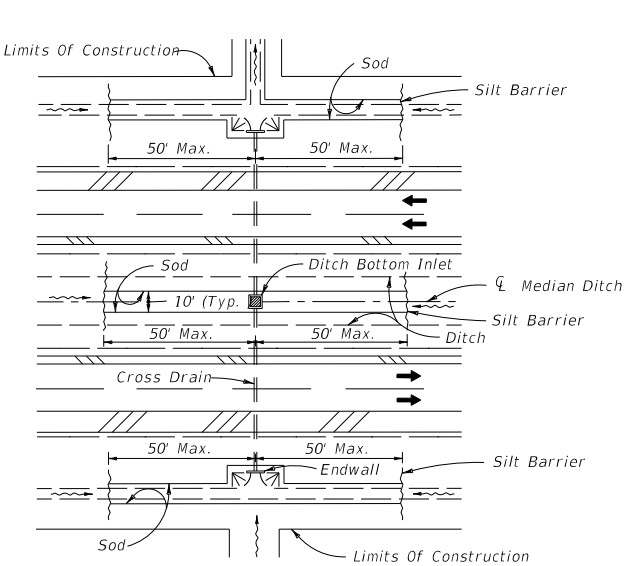
22. DEWATERING PUMPS SHALL NOT EXCEED THE CAPACITY OF THAT WHICH REQUIRES A CONSUMPTIVE USE PERMIT FROM THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.

23. ALL DISTURBED AREAS TO BE STABILIZED THROUGH COMPACTION, SILT SCREENS, AND GRASSING. ALL FILL SLOPES 3:1 OR STEEPER TO RECEIVE STAKED SOLID SOD.

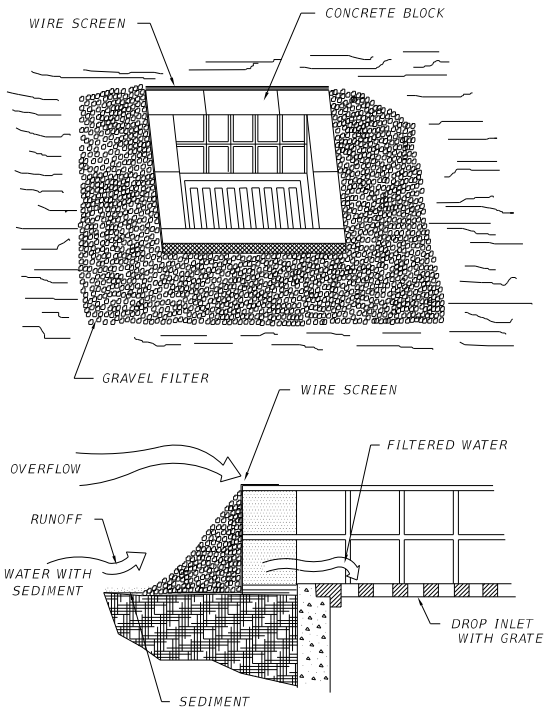
24. ALL DEWATERING, EROSION, AND SEDIMENT CONTROL TO REMAIN IN PLACE AFTER COMPLETION OF CONSTRUCTION AND REMOVED ONLY WHEN AREAS HAVE STABILIZED.

25. THIS PLAN INDICATES THE MINIMUM EROSION AND SEDIMENT MEASURES REQUIRED FOR THIS PROJECT. THE CONTRACTOR IS RESPONSIBLE FOR MEETING ALL APPLICABLE RULES, REGULATIONS AND WATER QUALITY GUIDELINES AND MAY NEED TO INSTALL ADDITIONAL CONTROLS.

26. THE CONTRACTOR SHALL BE REQUIRED TO RESPOND TO ALL WATER MANAGEMENT DISTRICT INQUIRIES, RELATIVE TO COMPLIANCE OF SJRWMD FOR EROSION AND SEDIMENTATION CONTROL. THE COST OF THIS COMPLIANCE SHALL BE PART OF THE CONTRACT.



DITCH INSTALLATIONS AT DRAINAGE STRUCTURES

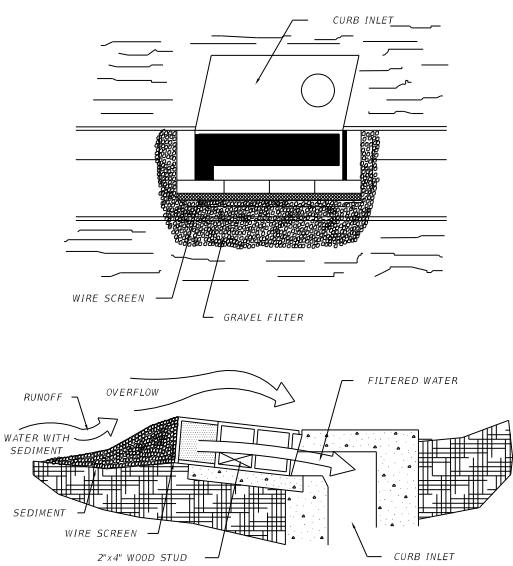


SPECIFIC APPLICATION

THIS METHOD OF INLET PROTECTION IS APPLICABLE WHERE HEAVY FLOWS ARE EXPECTED AND WHERE AN OVERFLOW CAPACITY IS NECESSARY TO PREVENT EXCESSIVE PONDING AROUND THE STRUCTURE.

BLOCK & GRAVEL DROP INLET SEDIMENT FILTER

(D-904)
N.T.S.

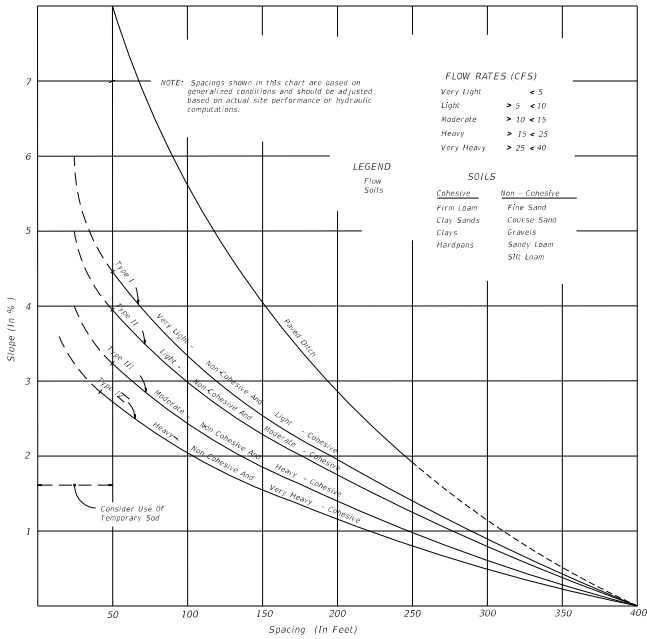


SPECIFIC APPLICATION

THIS METHOD OF INLET PROTECTION IS APPLICABLE AT CURB INLETS WHERE AN OVERFLOW CAPABILITY IS NECESSARY TO PREVENT EXCESSIVE PONDING IN FRONT OF THE STRUCTURE.

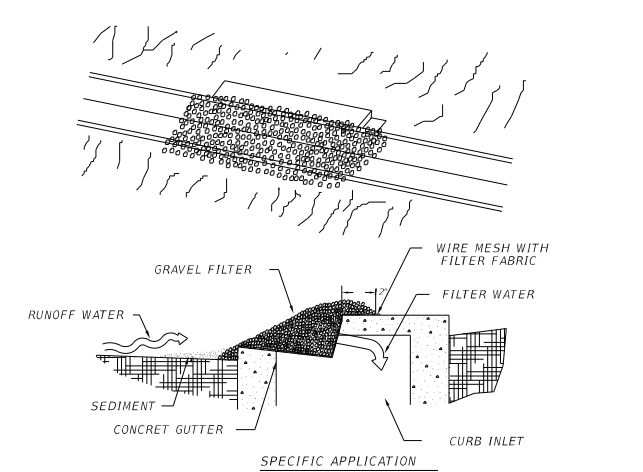
BLOCK & GRAVEL CURB INLET SEDIMENT FILTER

(D-902)
N.T.S.



SPACING RECOMMENDATION FOR SILT FENCES

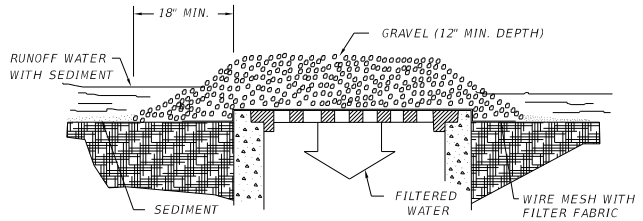
(D-906)
N.T.S.



SPECIFIC APPLICATION

THIS METHOD OF INLET PROTECTION IS APPLICABLE AT CURB INLETS WHERE PONDING IN FRONT OF THE STRUCTURE IS NOT LIKELY TO CAUSE INCONVENIENCE OR DAMAGE TO ADJACENT STRUCTURES AND UNPROTECTED AREAS.

GRAVEL CURB INLET SEDIMENT FILTER



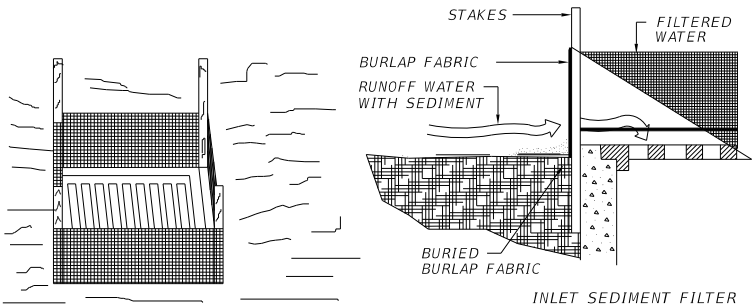
SPECIFIC APPLICATION

THIS METHOD OF INLET PROTECTION IS APPLICABLE WHERE HEAVY CONCENTRATED FLOWS ARE EXPECTED, BUT NOT WHERE PONDING AROUND THE STRUCTURE MIGHT CAUSE EXCESSIVE INCONVENIENCE OR DAMAGE TO ADJACENT STRUCTURES AND UNPROTECTED AREAS.

GRAVEL AND WIRE MESH DROP INLET SEDIMENT FILTER

GRAVEL INLET SEDIMENT TRAP

(D-903)
N.T.S.



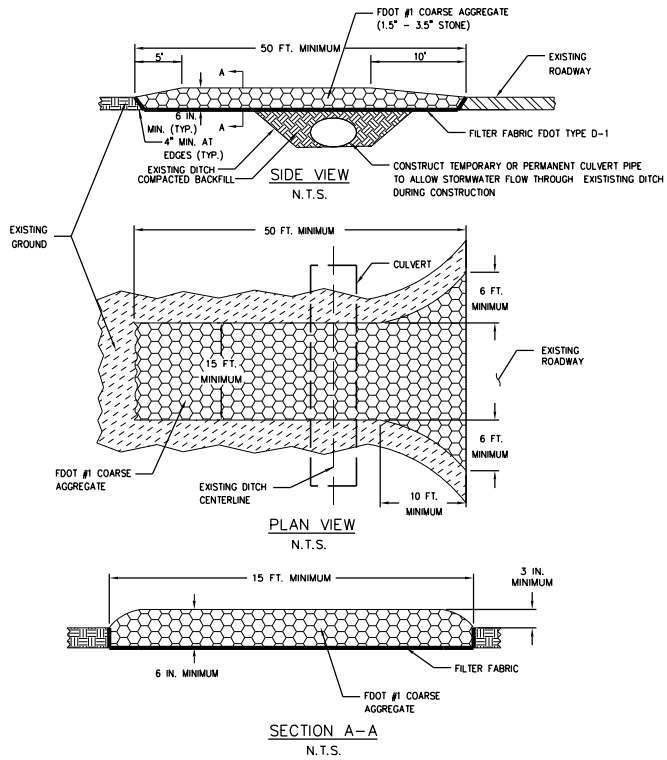
SPECIFIC APPLICATION

THIS METHOD OF INLET PROTECTION IS APPLICABLE WHERE THE INLET DRAINS A RELATIVELY FLAT AREA (SLOPES NO GREATER THAN 5 PERCENT) WHERE SHEET OR OVERLAND FLOWS (NOT EXCEEDING 0.5 cfs) ARE TYPICAL. THE METHOD SHALL NOT APPLY TO INLETS RECEIVING CONCENTRATED FLOWS, SUCH AS IN STREET OR HIGHWAY MEDIANS.

DROP INLET SEDIMENT FILTER

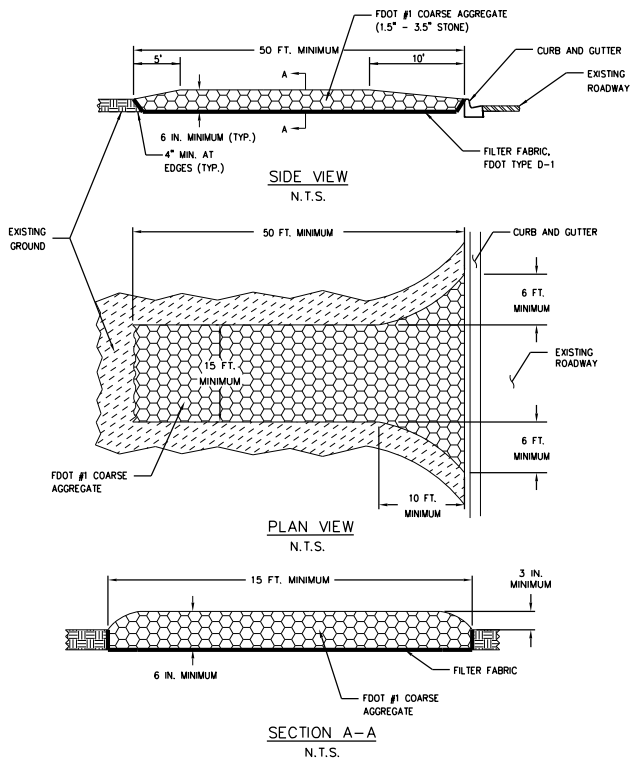
(D-905)
N.T.S.

REVISIONS				DARYL R. MYERS, PE P.E. LICENSE NUMBER 61786 HANSON PROFESSIONAL SERVICES INC. 8075 GATE PARKWAY WEST, SUITE 204 JACKSONVILLE, FL 32216-3685 CERTIFICATE OF AUTHORIZATION 00007961	CITY OF JACKSONVILLE BEACH DEPARTMENT OF PUBLIC WORKS	EROSION CONTROL DETAILS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION				
							10



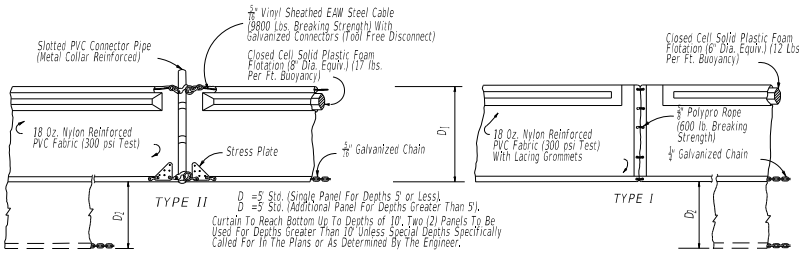
CONSTRUCTION ENTRANCE
SOIL TRACKING PREVENTION DEVICE
(WITH DITCH)

N.T.S.

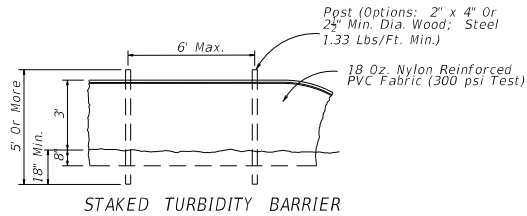


CONSTRUCTION ENTRANCE
SOIL TRACKING PREVENTION DEVICE
(WITH CURB)

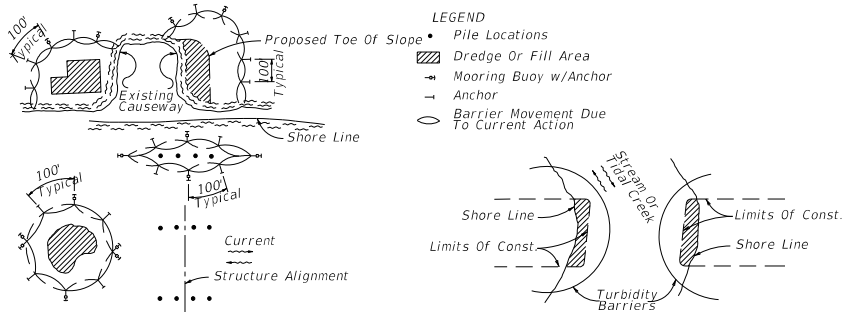
N.T.S.



FLOATING TURBIDITY BARRIERS



STAKED TURBIDITY BARRIER

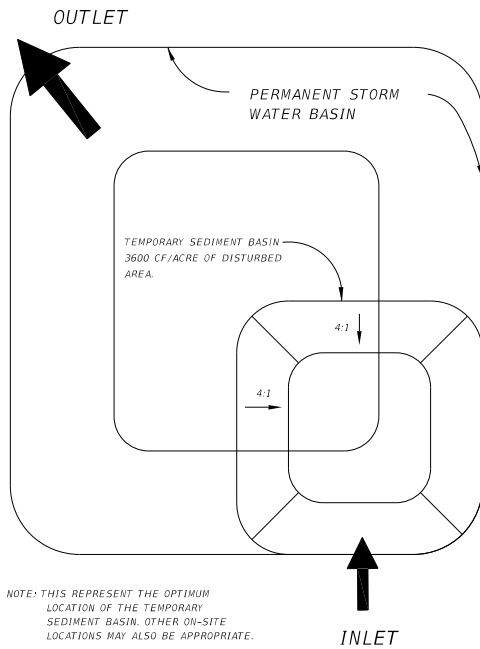


- NOTES:
1. Turbidity barriers are to be used in all permanent bodies of water regardless of water depth.
 2. Number and spacing of anchors dependent on current velocities.
 3. Deployment of barrier around pile locations may vary to accommodate construction operations.
 4. Navigation may require segmenting barrier during construction operations.

TURBIDITY BARRIER APPLICATIONS

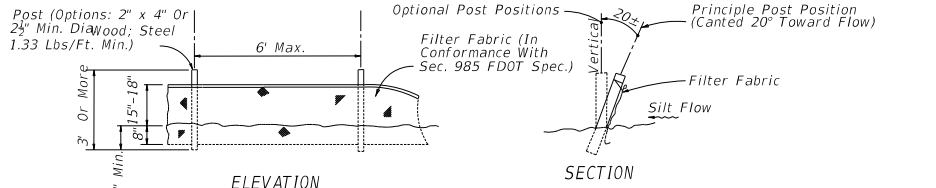
TURBIDITY BARRIERS

(D-907)
N.T.S.

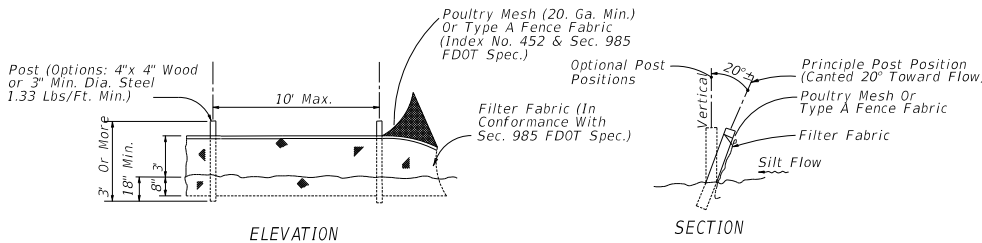


TEMPORARY SEDIMENT BASIN

N.T.S.

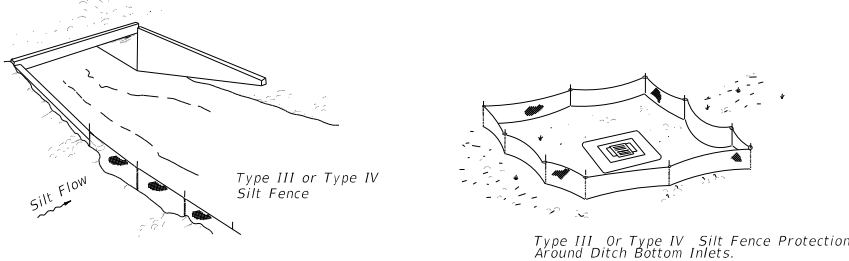


TYPE III SILT FENCE

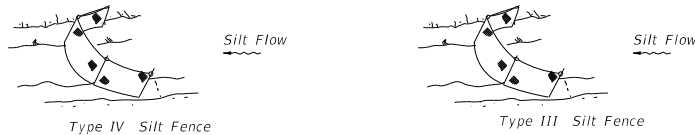


TYPE IV SILT FENCE

Note: Silt Fence to be paid for under the contract unit price for Staked Silt Fence (LF).

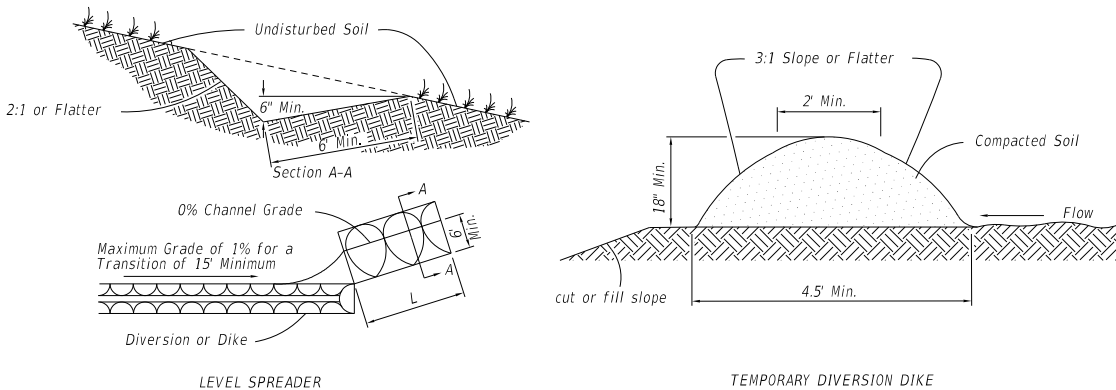


SILT FENCE APPLICATIONS



SILT FENCE TYPE III & IV

(D-908)
N.T.S.



DIVERSION DIKE

(D-914)
N.T.S.

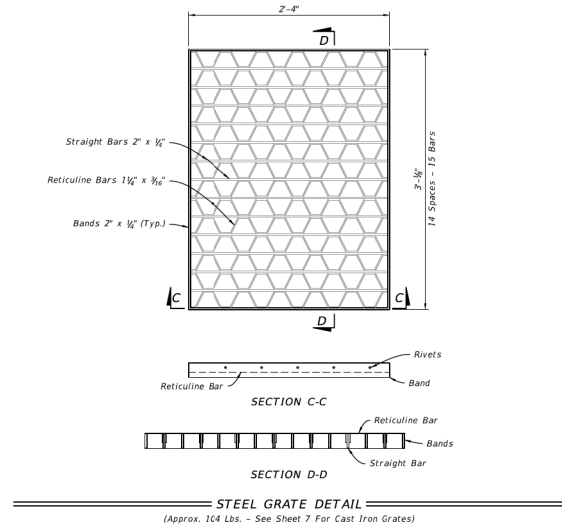
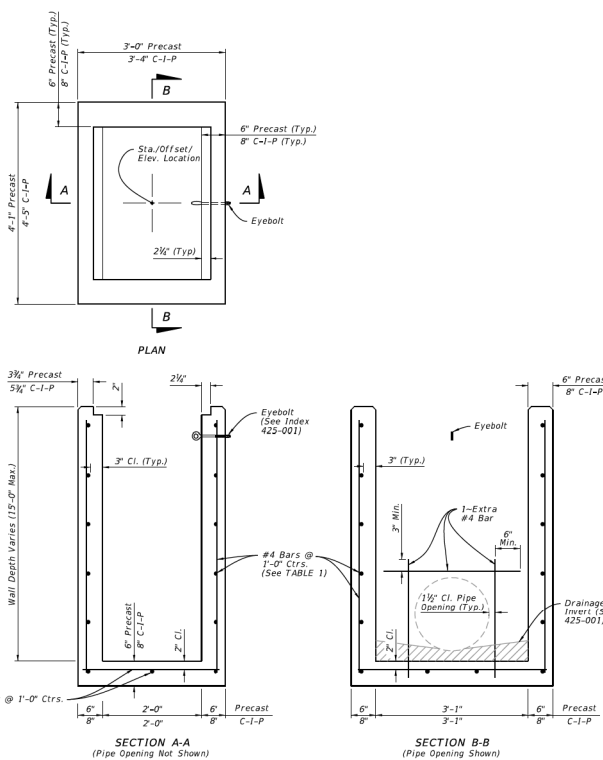
REVISIONS				DARYL R. MYERS, PE P.E. LICENSE NUMBER 61786 HANSON PROFESSIONAL SERVICES INC. 8075 GATE PARKWAY WEST, SUITE 204 JACKSONVILLE, FL 32216-3685 CERTIFICATE OF AUTHORIZATION 00007961	CITY OF JACKSONVILLE BEACH DEPARTMENT OF PUBLIC WORKS	EROSION CONTROL DETAILS		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION					
								11

5. Quantities are for informational and estimating purposes only.



TABLE OF CONTENTS:	
Sheet	Description
1	General Notes and Contents
2	Type C - Dimensional, Reinforcing, and Grate Details
3	Type D - Dimensional, Reinforcing, and Grate Details
4	Type E - Dimensional, Reinforcing, and Grate Details
5	Type H (2 & 3 Grate) - Dimensional, Reinforcing, and Steel Grate Details
6	Type H (4 Grate) - Dimensional, Reinforcing, and Steel Grate Details
7	Cast Iron Gully Details
8	Non-Traversable Inlet Details
9	Traversable Inlet Without Slot Details
10	Traversable Inlet With Slot Details
11	Case 1 - Add Traversable Slots to Existing Inlets
12	Case 2 - Add Traversable Slots (Partial) to Existing Inlets
13	Case 3 - Add Traversable Slots (Partial) to Existing Inlets and Ditch Block
14	Alternate A Structure Bottom - Top Slab Details

LAST REVISION 11/01/20	DESCRIPTION:	 FY 2021-22 STANDARD PLANS	DITCH BOTTOM INLET TYPE C, D, E, AND H 425-052	INDEX 425-052	SHEET 1 of 14
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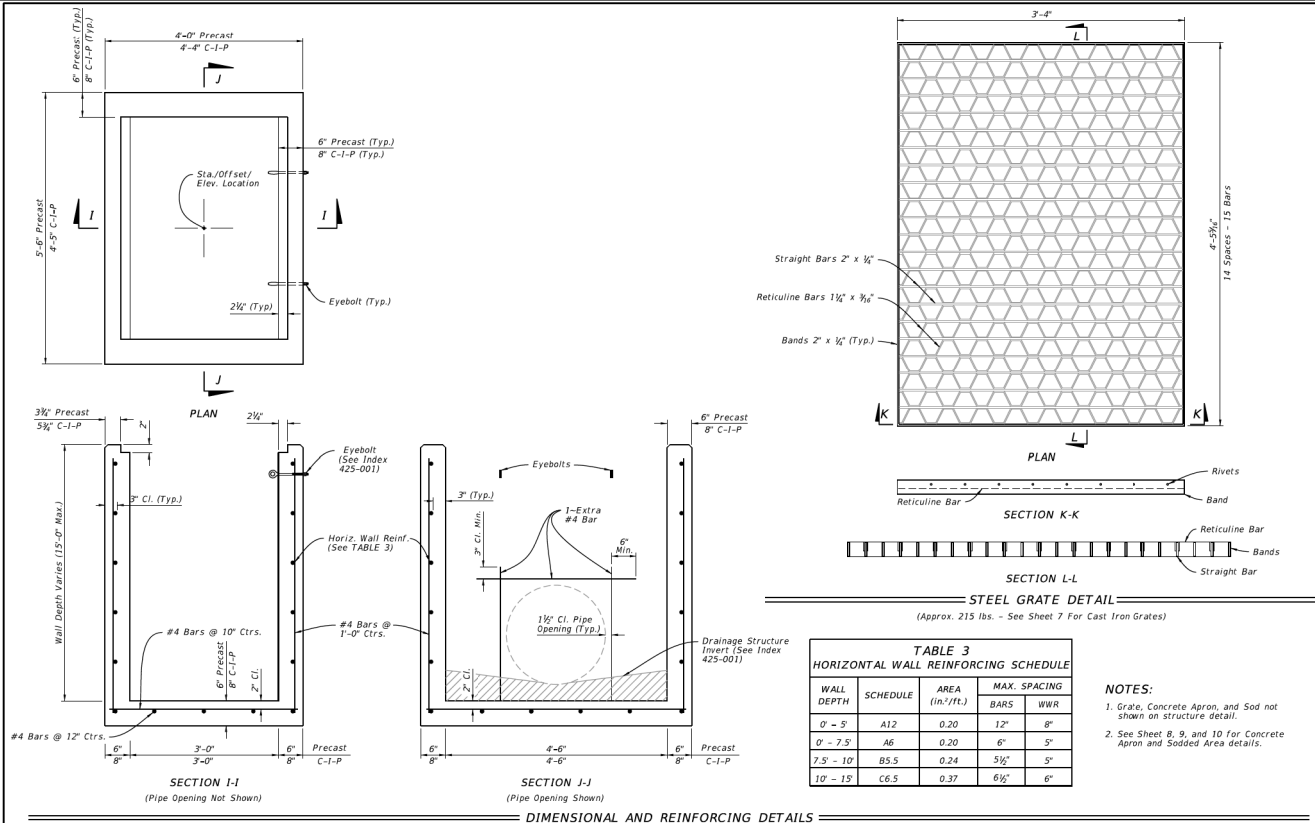


WALL DEPTH	SCHEDULE	AREA (in. ² /ft.)	MAX. SPACING	
			BARS	WWF
6' - 15'	A12	0.20	12"	8"

NOTES:

1. Grate, Concrete Apron, and Sod not shown on structure detail.
2. See Sheet 8, 9, and 10 for Concrete Apron and Sodded Area details.

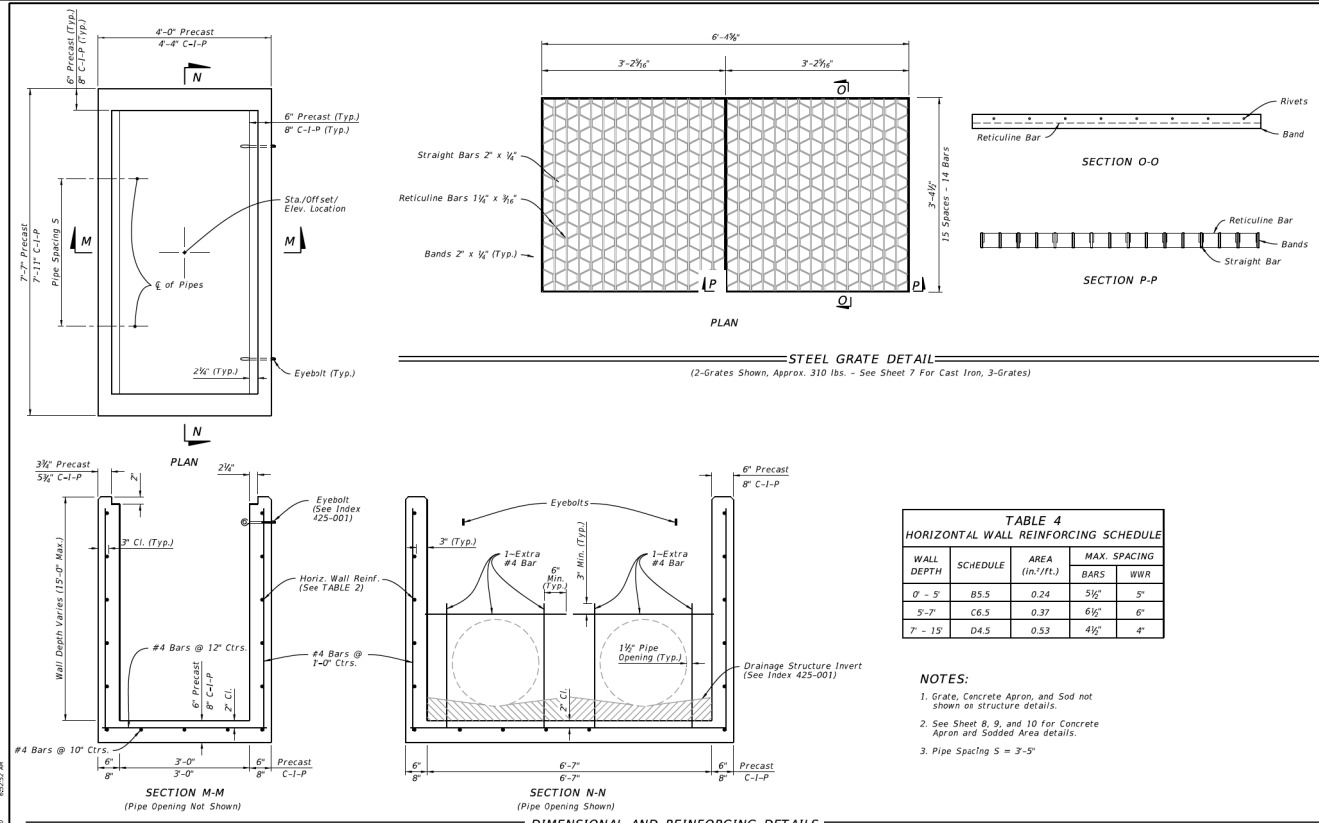
LAST REVISION 11/01/20	DESCRIPTION:	 FY 2021-22 STANDARD PLANS	DITCH BOTTOM INLET TYPE C, D, E, AND H	INDEX 425-052	SHEET 2 of 14
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WALL DEPTH	SCHEDULE	AREA (in. ² /ft.)	MAX. SPACING	
			BARS	WWR
0' - 5'	A12	0.20	12"	8"
0' - 7.5'	A6	0.20	6"	5"
7.5' - 10'	B5.5	0.24	5½"	5"
10' - 15'	C6.5	0.37	6½"	6"

1. Grate, Concrete Apron, and Sod not shown on structure detail.
2. See Sheet 8, 9, and 10 for Concrete Apron and Sodded Area details.

LAST REVISION 11/01/20	DESCRIPTION:	 FY 2021-22 STANDARD PLANS	DITCH BOTTOM INLET TYPE C, D, E, AND H INDEX 425-052	SHEET 4 of 14
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WALL DEPTH	SCH E D U L E	AREA (in. ² /ft.)	MAX. SPACING	
			BARS	WWR
0' - 5'	B5.5	0.24	5½"	5"
5'-7'	C6.5	0.37	6½"	6"
7' - 15'	D4.5	0.53	4½"	4"

1. Grate, Concrete Apron, and Sod not shown on structure details.
2. See Sheet 8, 9, and 10 for Concrete Apron and Sodded Area details.
3. Pipe Spacing $S = 3'-5"$

LAST REVISION 11/01/20	DESCRIPTION:	 FY 2021-22 STANDARD PLANS	DITCH BOTTOM INLET TYPE C, D, E, AND H	INDEX 425-052	SHEET 5 of 14
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REVISIONS					CITY OF JACKSONVILLE BEACH DEPARTMENT OF PUBLIC WORKS	FDOT DITCH BOTTOM INLET DETAILS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION				DRDT-1

1. Steel Grates are required on inlets with traversable slots and on Inlets where bicycle traffic is anticipated.
2. Cast Iron Grates are not permitted on Inlet Type D.

LAST REVISION 11/01/120	DESCRIPTION:	 FY 2021-22 STANDARD PLANS	DITCH BOTTOM INLET TYPE C, D, E, AND H	INDEX 425-052	SHEET 7 of 14
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SOD AND PAVEMENT		
Inlet Type	Sod SY	Conc. CY
C	8	0.30
D	9	0.36
E	9	0.37
H	11	0.45

NOTES:

1. Concrete Apron to be installed only where called for in the Plans.
2. Sod always required.



LAST REVISION 11/01/20	DESCRIPTION:	 FY 2021-22 STANDARD PLANS	DITCH BOTTOM INLET TYPE C, D, E, AND H	INDEX 425-052	SHEET 9 of 14
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REVISIONS					CITY OF JACKSONVILLE BEACH DEPARTMENT OF PUBLIC WORKS	FDOT DITCH BOTTOM INLET DETAILS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION				DRDT-2

ADDENDUM No. 1

Bid No.: 2021-08
Title: Isabella Boulevard Drainage Improvements

The purpose of Addendum No. 1 to Bid No. 2021-08 Isabella Boulevard Drainage Improvements is to answer the following questions:

Question 1:

Please clarify clearing limits, particularly the vegetation on the west side of the existing ditch.

Answer 1:

Remove only vegetation and trees necessary to install pipe and infrastructure and to construct swale along the west side of the existing ditch.

Plan Sheets 5 and 6 have been modified to indicate "REMOVE ONLY VEGETATION AND TREES NECESSARY TO INSTALL PIPE AND INFRASTRUCTURE AND TO CONSTRUCT SWALE."

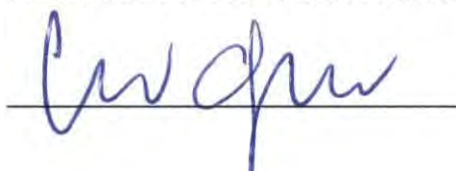
Additionally, specification sections 0300 Bid Proposal Form and 01205 Measurement and Payment were revised to include the Tree Removal items (see the attachment).

COMPANY NAME: MAER Homes, LLC dba MAER Construction

ADDRESS: 410 Blanding BLVD Suite10-259

CITY, STATE & ZIP: Orange Park, FL 32073

SUBMITTED BY: Erika Gonzalez TITLE: MGRM
Printed name of authorized submitter

SIGNATURE: 

DATE: 05/25/21

**SECTION 00300
BID PROPOSAL FORM**

Date: 05/25/21

Proposal of Bidder: MAER Homes, LLC dba MAER Construction

Business Address: 410 Blanding BLVD Suite10-259

Orange Park, FL 32073

City Bid No.: 2021-08

Project Name: Isabella Boulevard Drainage Improvements

To: City of Jacksonville Beach
Purchasing Department
1460A Shetter Avenue
Jacksonville Beach, Florida 32250

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 person than herein mentioned has any interest in the Proposal of 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 has made sufficient test holes and/or other subsurface investigations to fully satisfy himself that such site is a correct and suitable one for this work and he assumes full responsibility therefore; that he has examined the Drawings and Specifications for the work and from his own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and he has examined the other Contract Documents and all addenda relating thereto, and that he has satisfied himself 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 Jacksonville Beach, Florida, 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, agreed, and liquidated damages to reimburse the City for additional costs to the City resulting from the work not being completed within the time limit stated in the Contract Form.

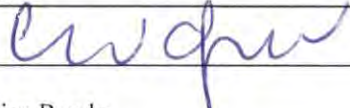
The Bidder further agrees to execute a contract and furnish satisfactory Performance and Payment Bonds, each in the amount of one-hundred percent of the Contract price, and the required Certificates of Insurance, within ten consecutive calendar days after written notice being given by the City of the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

and Payment Bonds are filed.

The undersigned agrees to accept in full compensation for completion of the project in full compliance with the Contract Documents, the total of the lump sum prices and extended unit prices for the items named in the following schedule. It is understood that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the Contractor, based on the quantities actually constructed as determined by the applicable measurement and payment portion of the specifications.

Bidder's General Contractor's License No. CGC1519449

Bidder's Underground Utility License No. CUC-1223766

Authorized Company Representative Signature: 

Name and Address of Surety or Sureties who will sign Bonds:

Performance Bond	Cecil W. Powell and Company Insurance 219 South Newnan St. #1, Jacksonville, FL 32202
Payment Bond	Cecil W. Powell and Company Insurance 219 South Newnan St. #1, Jacksonville, FL 32202

For authorized addition or deletion of quantities of work items to/from those indicated by the Contract Documents, the unit prices shall apply.

Acknowledgement is hereby made of the following Addenda received since issuance of Plans and Specifications:

Addendum No. 1 Dated: 05/10/21 Addendum No. _____ Dated: _____

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

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

Bid Document Checklist: The following documents are to be completed, signed and submitted as part of the Project Bid Proposal Documents. Failure to provide the listed documents may be cause for rejection of the submitted bid.

- ☒ Section 00301-A Subcontractor Listing
- ☒ Section 00301-B Required Disclosure
- ☒ Section 00301-C Letter of Compliance with the Florida Trench Safety Act
- ☒ Section 00301-D Bid Award Notice
- ☒ Section 00301-E Signed Drug-free Workplace Compliance Form
- ☒ Section 00301-F Non-Bankruptcy Affidavit
- ☒ Section 00410 - Bid Bond

- [✓] Section 00480 - Signed Non-Collusion Affidavit
- [✓] Copy of Occupational License
- [✓] Completed and Signed W-9 Form – may be obtained on line from www.irs.gov
- [] Documentation to demonstrate his qualifications to perform the work as required in Section 00200 – Instructions to Bidders, Section 1.4 – Qualifications Of Bidders, Paragraph B.

Please check off each document and attach to the Bid Proposal Form.

BID SCHEDULE
ISABELLA BOULEVARD DRAINAGE IMPROVEMENTS

BASE BID					
Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
1	Mobilization	1	LS	\$ 25,000.00	\$ 25,000.00
2	Maintenance of Traffic	1	LS	\$ 5,500.00	\$ 5,500.00
3	Erosion Control & Pollution Abatement	1	LS	\$ 8,500.00	\$ 8,500.00
4	Clearing & Grubbing	0.400	AC	\$ 10,000.00	\$ 4,000.00
5	Tree Removal (> 6-inch & ≤ 12-inch)	10.000	EA	\$ 550.00	\$ 5,500.00
6	Tree Removal (>12-inch & ≤ 18-inch)	4.000	EA	\$ 850.00	\$ 3,400.00
7	Embankment	985	CY	\$ 27.00	\$ 26,595.00
8	Excavation	102	CY	\$ 12.00	\$ 1,224.00
9	Inlets, Dt Bot, Type C, <10'	2	EA	\$ 4,950.00	\$ 9,900.00
10	Inlets, Dt Bot, Type D, <10'	1	EA	\$ 5,950.00	\$ 5,950.00
11	Inlets, Dt Bot, Type H, <10'	1	EA	\$ 8,350.00	\$ 8,350.00
12	Pipe Culvert, Round 18" (SDR 26)	278	LF	\$ 145.00	\$ 40,310.00
13	Pipe Culvert, Round 36" (SDR 26)	253	LF	\$ 205.00	\$ 51,865.00
14	Sodding (Bermuda)	1936	SY	\$ 9.00	\$ 17,424.00
15	As-Builts	1	LS	\$ 3,500.00	\$ 3,500.00
16	Performance and Payment Bond (1.5% Maximum of Items No. 1-13)	1	LS	\$ 3,224.52	\$ 3,224.52

TOTAL BID ITEMS NO. 1 – 14 (In Figures)

\$ 220,242.50

TOTAL BID ITEMS NO. 1 – 14 (In Words)

Two Hundred Twenty Thousand, Two Hundred Forty Two and 50 cents

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST:

The bidder shall designate in its Bid which supplier and / or manufacturer the Bidder intends to use (in the event an alternate is not accepted). This is a requirement in order for the bid form to be complete and accepted by the City.

The Bidder proposes the following for the equipment or material categories so identified:

Equipment or Material Item	Specification Section	Supplier/Manufacturer (List One Only per Item)
N/A this project		

**SECTION 00301-A
SUBCONTRACTOR LISTING**

List proposed Subcontractors to be used for this Project regardless of racial or gender grouping in accordance with Section 00200 – Instructions Available To Bidders: Paragraph 1.13 – Submission of Bids. C. of the Contract Specifications.

<u>Firm Name</u> <u>Address and</u> <u>Telephone number</u>	<u>Trade</u>	<u>Estimate Dollar Amount</u>
* Bobs Barricades _____ 8452 Herlong Rd _____ Jacksonville FL 32210 _____	TTC _____	\$ 1,200.00 _____
* _____ _____ _____	_____ _____ _____	\$ _____ _____ _____
* _____ _____ _____	_____ _____ _____	\$ _____ _____ _____
* _____ _____ _____	_____ _____ _____	\$ _____ _____ _____
* _____ _____ _____	_____ _____ _____	\$ _____ _____ _____
* _____ _____ _____	_____ _____ _____	\$ _____ _____ _____

Project Title: Isabella Blvd. Drainage Improvements

Contractor: MAER Homes, LLC dba MAER Construction

Address: 410 Blanding BLVD Suite10-259

City, State: Orange Park, FL 32073

*Use additional sheets if necessary.

END OF SECTION

**SECTION 00301-B
REQUIRED DISCLOSURE**

The following disclosure is of all material facts pertaining to any felony conviction or any pending felony charges in the last three (3) years in this State or any other state or the United States against (1) bidder, (2) any business entity related to or affiliated with bidder, or (3) any present or former owner of bidder or of any such related or affiliated entity. This disclosure shall not apply to any person or entity which is only a stockholder, which person or entity owns twenty (20) percent or less of the outstanding shares of a bidder whose stock is publicly owned and traded:

There are no felony convictions or pending convictions of any owner or former owner or any one
in management of MAER Homes, LLC dba MAER Construction.

Signed: 

Title: MGRM

Contractor: MAER Homes, LLC dba MAER Construction

END OF SECTION

**SECTION 00301-C
LETTER OF COMPLIANCE WITH
THE FLORIDA TRENCH SAFETY ACT**

Date: 05/25/21

NAME OF BIDDER: MAER Homes, LLC dba MAER Construction

TO: City of Jacksonville Beach, OWNER
1460-A Shetter Ave.-2nd Floor
Jacksonville Beach, FL 32250

RE: CITY BID NO. 2021-08 ISABELLA BOULEVARD DRAINAGE IMPROVEMENTS

GENTLEMEN:

This letter is written to give assurances that as Contractor for the above-noted construction, we will comply with the applicable trench safety standards during the Work of this Contract.

We have considered the costs per linear foot for Trench Safety Measures and the cost per square foot for special shoring requirements, and have incorporated these costs into the various items on the Bid Form.

Consistent with the Florida, "Trench Safety Act", the following are separately-stated components of the various items:

<u>Trench Safety Measure</u> <u>Description</u>	<u>Unit of</u> <u>Price</u>	<u>Quantity</u>	<u>Unit of</u> <u>Price</u>	<u>Amount</u>
A. <u>Sloping or benching</u>	<u>LF</u>	<u>550</u>	<u>\$1.00</u>	<u>\$550.00</u>
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____
D. _____	_____	_____	_____	_____

In case quantities for Trench Safety Measures are understated, we shall provide the required quantities paid for by the margin already built into the Contract price, and in case quantities are overstated we will retain the excess amount and add it to changes in our margin. This provision shall in no way affect the Conditions of Contract relating to changes in the work or adjustments for differences between estimated Quantities in the Bid Form and measure-in-place completed work.

In case we subcontract any portion of the Work, which is subject to the "Trench Safety Act", we will be responsible for obtaining cost data and assurances of compliance with applicable trench safety standards from the subcontractor.

NAME OF BIDDER: MAER Homes, LLC dba MAER Construction

Sincerely,

Erika Gonzalez

_____, CONTRACTOR

(Authorized Signature)



City of Jacksonville Beach

1460A Shetter Avenue, Jacksonville Beach, FL 32250, (904) 247-6229

SECTION 00301-D BID AWARD NOTICE FORM

ITEMS BELOW TO BE COMPLETED BY THE CITY OF JACKSONVILLE BEACH

NOTICE: Items 1 to 6 are to be completed by the Bidder. The Bidder to submit the form to the City along with the Bid Documents.

1. MAER Homes, LLC dba MAER Construction _____

Company Name

2. 410 Blanding BLVD Suite10-259 _____

Address

3. Orange Park, FL 32073 _____

City, State and Zip

4. Attention: Michael Gonzalez _____

5. Phone: 904-329-3277 _____ Fax: 904-375-0537 _____

6. E-mail address: michael@maerconstruction.com _____

PLEASE PRINT CLEARLY

Bids were received and awarded for Bid No. 2021-08 per attached award memorandum and Bid tabulation sheet(s).

If awarded Bid please do not proceed with any orders or services prior to receiving an official City of Jacksonville Beach Purchase Order.

Thank you for your bid.

Sincerely,

CITY OF JACKSONVILLE BEACH

/s/Luis Flores

Property & Procurement

SECTION 00301-E
DRUG-FREE WORKPLACE COMPLIANCE FORM

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 of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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



Vendor's Signature

**SECTION 00301-F
NON-BANKRUPTCY AFFIDAVIT**

STATE OF Florida)

S
S

COUNTY OF Duval)

Erika Gonzalez is an officer and member of the firm of
MAER Homes, LLC dba MAER Construction, being first duly sworn, deposes and states that;

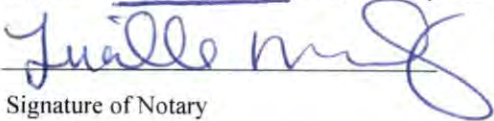
1. The subsequent certification statement is a true and accurate statement as of the date shown below.
2. The affiant understands that the intentional inclusion of false, deceptive or fraudulent statements on this Non-Bankruptcy Affidavit constitutes fraud; and, that the City of Jacksonville Beach, Florida, considers such action on the part of the affiant to constitute good cause for denial, suspension, revocation, disqualification, or rejection of the bid for CITY BID NO: 2021-08 Isabella Boulevard Drainage Improvements
3. Certification Statement: This is to certify that the aforementioned firm has not filed for bankruptcy in the past seven (7) years and that no owner/officer or principal of the aforementioned firm has filed for bankruptcy personally in the past seven (7) years or has been an owner/officer or principal of a firm which has filed for bankruptcy in the past seven (7) years.



Affiant Signature

Sworn to before me this 25th day of May, 20 21 by Erika Gonzalez.
(Name of affiant)

He/She is personally known to me or has produced _____ as identification.



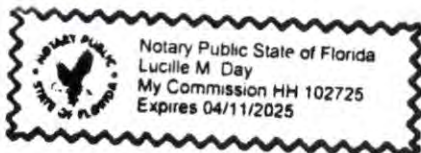
Signature of Notary

Lucille M Day 4 / 11 / 25

Notary's Printed Name

Expiration of Notary's Commission

Affix Seal Here



00301-F-1

SECTION 00410
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, MAER Homes, LLC DBA MAER Construction as Principal, and FCCI Insurance Company as Surety, are hereby held and firmly bound unto the City of Jacksonville Beach as City in the penal sum of, (5 percent of the Contract Bid) 5% of Total Amount Bid for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 26th day of May, 2021.

The condition of the above obligation is such that whereas the Principal has submitted to the City a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the City of Jacksonville Beach,

CITY OF JACKSONVILLE BEACH
Bid Number: 2021-08
Isabella Boulevard Drainage Improvements

NOW THEREFORE,

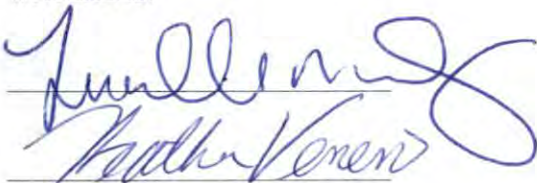
- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said principal shall not withdraw said bid within ninety (90) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then this obligation shall be void; otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be no way impaired or affected by an extension of the time within which the City may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 26th day of May, 2021, A.D., the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS: (If Sole Ownership or Partnership, two (2) Witnesses required.)
(If Corporation, Secretary only will attest and affix seal.)

WITNESSES:



PRINCIPAL:

MAER Homes, LLC DBA MAER Construction
Name of Firm


Signature of Authorized Officer
(Affix Seal)

Title

410 Blanding Blvd., Ste. 10 #259

Business Address

Orange Park, FL 32073

City State

SURETY:

FCCI Insurance Company

Corporate Surety

Attorney-in-Fact
(Affix Seal)

6300 University Parkway, Sarasota, FL 34240

Business Address

City State

WITNESS:

Kenneth S. Sullins

Cecil W. Powell & Company

Name of Local Insurance Agency

I, Michael Gonzalez, certify that I am the Secretary of the Corporation named as Principal in the within bond; that Enika Gonzalez who signed the said bond on behalf of the Principal, was then MGem of said corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

[Signature]
(Corporate Secretary Seal)

STATE OF FLORIDA)

SS

COUNTY OF Duval)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared Benjamin K. Powell to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-in-Fact, for the FCCI Insurance Company and that he has been authorized by FCCI Insurance Company to execute the foregoing bond on behalf of the Contractor named therein in favor of the City, the City of Jacksonville Beach

Subscribed and sworn to before me this 26th day of May, 2021, A.D.

(Attach Power-of-Attorney
to original Bid Bond)

KASSANDRA S. SULLINS
Notary Public, State of Florida
My Comm. Expires 06/22/2022
Commission No. GG202445

[Signature]
Notary Public
State of Florida-at-Large

My Commission Expires: 06/22/2022

END OF SECTION

00410-2



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Fitzhugh Powell Jr.; Robert T. Theus; Ben Powell; Susan W. Jordan

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$10,000,000.00): \$10,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any 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.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest:

Christina D. Welch, President
FCCI Insurance Company

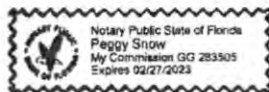


Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 26th day of May, 2021

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

SECTION 00480
NON-COLLUSION AFFADAVIT

STATE OF)Florida
 SS
COUNTY OF)Duval

Erika Gonzalez, being first duly sworn deposes and says that:

1. He (it) is the MGRM,
of the Bidder that has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employee, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price in any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including his affidavit.

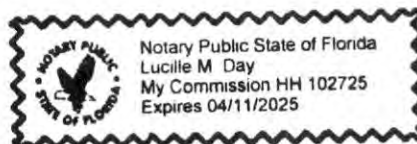
By: Erika Gonzalez

Sworn and subscribed to before me this 25th day of May,

2021, in the State of Florida, County of Duval

Lucille M. Day Notary Public

My Commission Expires: 4/11/25



END OF SECTION

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. MAER Homes, LLC	
2 Business name/disregarded entity name, if different from above MAER Construction	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► S Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 2753 Rosselle St.	Requester's name and address (optional) City of Jacksonville Beach
6 City, state, and ZIP code Jacksonville, FL 32205	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

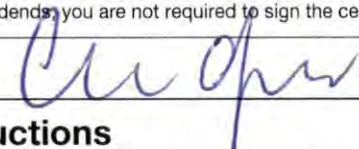
Social security number									
				-			-		
or									
Employer identification number									
2	7	-	4	3	5	4	7	9	5

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ► 	Date ► 05/24/2021
-----------	--	--------------------------

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**BUSINESS DEVELOPMENT INITIATIVE
REFERENCE SHEET**

275-000-02
EQUAL OPPORTUNITY
10/10
Page 1 of 2

FLORIDA DEPARTMENT OF TRANSPORTATION
Equal Opportunity Office
605 Suwannee Street, MS 65
Tallahassee, Florida 32399
Phone: (850) 414-4747

Business Name: MAER Homes, LLC dba MAER Construction FEIN: 27-4354795

Submit with Bid for Project/Contract No. _____

BIDDERS EXPERIENCE (in accordance with Specification 3-2.1)

BIDDER certifies that it has competently performed work as a prime contractor or subcontractor, for the owners and prime contractors set forth below, on **3** contracts/projects involving work similar to the above referenced project _____ during a **24** month period prior to the date of letting of this Project, in accordance with the information set forth below:

All references will be checked. A bid proposal will be considered non-responsive if the requested information is not provided with your bid submittal. A bidder will be considered non-responsive if the information provided does not satisfy the criteria of Specification 3-2.1.

List any and all projects worked on during the time period specified (attach additional sheets, if necessary):

Town Of Orange Park	Chuck Pavlos	904-264-7411
Agency/Other entity that awarded the contract	Contact Name	Contact Phone No.
Miller Street Paving	\$1,015,139.11	Orange Park ,FL
Project Number	Dollar Amount	Location of Work
4/26/2018	In Progress	Drainage and Paving
Start Date	Completion Date	Type of Work Performed
Prime Contractor ☒	Subcontractor ☐	Prime Consultant ☐ Subconsultant ☐
If Subcontractor/Subconsultant list Prime Contractor/Consultant _____		

FDOT District 5	Ellen Wheeler	321-634-6062
Agency/Other entity that awarded the contract	Contact Name	Contact Phone No.
E5U42-R0	\$312,939.31	Brevard County
Project Number	Dollar Amount	Location of Work
01/20/2016	01/29/2018	Drainage Maintenance
Start Date	Completion Date	Type of Work Performed
Prime Contractor ☒	Subcontractor ☐	Prime Consultant ☐ Subconsultant ☐

FDOT District 1	Stacy Hill	863-471-4852
Agency/Other entity that awarded the contract	Contact Name	Contact Phone No.
E1R09	\$279,115.00	LaBelle FL
Project Number	Dollar Amount	Location of Work
09/2018	11/2018	Clean/Desilt Box Culvert, Rip Rap, Earthwork
Start Date	Completion Date	Type of Work Performed
Prime Contractor ☒	Subcontractor ☐	Prime Consultant ☐ Subconsultant ☐

If Subcontractor/Subconsultant list Prime Contractor/Consultant _____

FDOT District 2	Jose Armenteros	352-381-4212
Agency/Other entity that awarded the contract	Contact Name	Contact Phone No.
T2567	\$1,013,111.00	Clay County, FL CR 218
Project Number	Dollar Amount	Location of Work
05/18/2015	02/01/2016	Drainage, Basework, Paving
Start Date	Completion Date	Type of Work Performed
Prime Contractor ☒	Subcontractor ☐	Prime Consultant ☐ Subconsultant ☐

If Subcontractor/Subconsultant list Prime Contractor/Consultant _____

City of Jacksonville Beach	Dennis Dupris	904-509-0268
Agency/Other entity that awarded the contract	Contact Name	Contact Phone No.
A1A Water Main	\$1,778,571.72	Jacksonville Beach, FL
Project Number	Dollar Amount	Location of Work
10/16/2018	2/4/2020	Utilities, Drainage, Paving, and Concrete Flatwork
Start Date	Completion Date	Type of Work Performed
Prime Contractor ☒	Subcontractor ☐	Prime Consultant ☐ Subconsultant ☐

If Subcontractor/Subconsultant list Prime Contractor/Consultant _____

FDOT	Jonah VanDyke	813-424-8870
Agency/Other entity that awarded the contract	Contact Name	Contact Phone No.
E2Y27	\$2,191,115.22	Duval County, FL SR 10
Project Number	Dollar Amount	Location of Work
7/18/2019	In Progress	Drainage, Basework, Earthwork, Concrete Flatwork
Start Date	Completion Date	Type of Work Performed
Prime Contractor ☒	Subcontractor ☐	Prime Consultant ☐ Subconsultant ☐

If Subcontractor/Subconsultant list Prime Contractor/Consultant _____



2020-2021 LOCAL BUSINESS TAX RECEIPT

JIM OVERTON, DUVAL COUNTY TAX COLLECTOR

231 E. Forsyth Street, Suite 130, Jacksonville, FL 32202-3370

Phone: (904) 630-1916, option 3 Fax: (904) 630-1432

www.duvaltaxcollect.net taxcollector@coj.net

Note – A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business. This business tax receipt is furnished pursuant to Municipal Ordinance Code, Chapters 770-772, for the period October 1, 2020 through September 30, 2021.

OLSEN, ERIKA RAE
MAER HOMES, LLC
410 BLANDING BLVD
STE 9-259
ORANGE PARK, FL 32073

ACCOUNT NUMBER: 194445
BUSINESS NAME: OLSEN, ERIKA RAE
PHYSICAL ADDRESS: 2753 ROSSELLE ST
JACKSONVILLE, FL 32205

CLASSIFICATION CODE: 000005 - QUALIFYING AGENT, CONTRACTORS

STATE LICENSE NO: CBC1519449

COUNTY TAX: 0.00
MUNICIPAL TAX: 100.00
TOTAL TAX: 100.00

VALID UNTIL September 30, 2021

***** ATTENTION *****

THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY.

CERTAIN BUSINESSES MAY REQUIRE ADDITIONAL STATE LICENSING.

This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of the County or City. It does not exempt the receipt holder from any other license or permit required by law. This is not a certification of the receipt holder's qualifications.

JIM OVERTON, TAX COLLECTOR

THIS BECOMES A RECEIPT AFTER VALIDATION.

PAID-5512632.0002-0002 WEB 09/29/2020 100.00

**2020-2021 LOCAL BUSINESS TAX RECEIPT****JIM OVERTON, DUVAL COUNTY TAX COLLECTOR**

231 E. Forsyth Street, Suite 130, Jacksonville, FL 32202-3370

Phone: (904) 630-1916, option 3 Fax: (904) 630-1432

www.duvaltaxcollect.net taxcollector@coj.net

Note – A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business. This business tax receipt is furnished pursuant to Municipal Ordinance Code, Chapters 770-772, for the period October 1, 2020 through September 30, 2021.

MAER HOMES, LLC
ERIKA R OLSEN
410 BLANDING BLVD
STE 9-259
ORANGE PARK, FL 32073

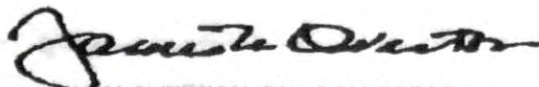
ACCOUNT NUMBER: 194443
BUSINESS NAME: MAER HOMES, LLC
PHYSICAL ADDRESS: 2753 ROSSELLE ST
JACKSONVILLE, FL 32205
CLASSIFICATION CODE: 307001 - CONTRACTOR- ALL TYPES
STATE LICENSE NO: CGC1519449

COUNTY TAX: 33.75
MUNICIPAL TAX: 146.25
TOTAL TAX: 180.00

VALID UNTIL September 30, 2021*****ATTENTION*****

THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY.
CERTAIN BUSINESSES MAY REQUIRE ADDITIONAL STATE LICENSING.

This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of the County or City. It does not exempt the receipt holder from any other license or permit required by law. This is not a certification of the receipt holder's qualifications.


JIM OVERTON, TAX COLLECTOR

THIS BECOMES A RECEIPT AFTER VALIDATION.**PAID-5512632.0001-0001 WEB 09/29/2020 180.00**

MAER Homes, LLC dba MAER Construction

410 Blanding Blvd. Suite 10-259

Orange Park, FL 32073

**SEALED BID FOR:
CITY BID NO: 2021-08
ISABELLA BLVD DRAINAGE IMPROVEMENTS**

**BID OPENING DATE:
MAY 26, 2021 2:00pm**



City of Jacksonville Beach

Property and Procurement Division

1460A Shetter Ave., Jacksonville Beach, FL 32250

Tel: 904-247-6229

Receipt for RFP/Bid/RFQ

Circle one

RFP / Bid / RFQ number: 2021-08

Initials of receiver: DC

Respondent: Maer Homes LLC

Date/time received:

MAY 26 21 1:38 PM



City of Jacksonville Beach • 11 North Third Street • Jacksonville Beach FL 32250

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Dennis W. Barron, Jr., Director of Public Works
DATE:	June 21, 2021
SUBJECT:	Engineering Design Proposal for Lift Station #28

BACKGROUND

The current Capital Improvement Plan (CIP) for FY2021-2025 lists the engineering design for Lift Station (LS) #33 in FY2021 and LS #28 FY2023. Public Works (PW) has determined that these two projects should be designed and constructed in a different order than originally presented in the CIP; pushing LS #33 back to FY2023, and moving LS #28 up to FY2021. LS #28 rehabilitation entails conversion of the existing above-ground lift station to a submersible pump station with new pumps, valves, piping, control panel, and electrical at the existing site in accordance with the City's lift station standards and to provide resiliency from flooding. PW negotiated with Four Waters Engineering, Inc. (4Waters), who is one of the City's continuous contract engineering firms, and who provided the attached proposal for design consideration.

FINANCIAL IMPACT

The FY2021 budget for engineering design of LS #33 is \$45,000, and \$40,000 for LS #28 in FY2023. This current proposal for design for LS #28 is \$49,452, which includes a 10% contingency for design alterations. The additional costs over budget are due to the flood protection and ease of maintenance concerns in the design. Funding is available in the Water and Sewer Fund operating reserve. The funds will be spent from the following account: 420-07-0706-535-63-563000, and the budget will be amended as part of the year-end budget adjustment.

Proposal for Engineering Design for LS #28		
DESCRIPTION	COST	RECOMMENDATION
Design and Bid Services Proposal Fee*	\$44,957.00	* Authorize Design & Bid Services to 4Waters
10% Contingency**	\$ 4,495.00	
Engineering Design Total:	\$49,452.00	

*These funds were appropriated as part of the FY2021 Original Budget.

**Represents funding in addition to what is currently appropriated.



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REQUESTED ACTION

- * Approve/Disapprove the proposal from 4Waters Engineering for the engineering design for LS #28 in the amount of \$49,452.00.

ATTACHMENTS

- * Four Waters Engineering, Inc., Proposal for Professional Engineering Services for LS #28 Rehabilitation Project dated June 15, 2021



FOUR WATERS ENGINEERING, INC.

324 6th Avenue North
Jacksonville Beach, FL 32250
(904) 414-2400 Office

June 15, 2021
Sent Electronically

Kayle Moore, P.E.
Project Engineer
City of Jacksonville Beach
1460-A Shetter Avenue
Jacksonville Beach, FL 32250
KMoore@jaxbchfl.net

Re: Proposal for Professional Engineering Services
LS28 Rehabilitation Project

Dear Mr. Moore:

Four Waters Engineering, Inc. (4Waters) is pleased to provide this proposal to the City of Jacksonville Beach Public Works Department (City) for design services to rehabilitate Lift Station 28 (LS28). This proposal has been prepared based on information provided by the City via email and site visits conducted by 4Waters staff.

LS28 is located at 1241 Blue Heron Lane North in the Sanctuary subdivision in the City of Jacksonville Beach. LS28 serves approximately 42 homes in a built-out area of the Sanctuary generally along Blue Heron Lane West and North.

LS28 is a duplex above ground lift station with 3 Hp Gorman Rupp pumps (per the Citywide Sewage Lift Station Evaluation and Hydraulic Study and 4Waters site visit) and the valves located in a doghouse type station. The lift station was constructed in 1994 and is the City's last remaining above ground lift station. Operationally, the facility poses several problems including vacuum leaks, belt replacement, and difficulty pulling the pumps because of the small enclosure size. Additionally, this facility is subject to flooding and is located in the Coastal Floodplain Zone AE (elevation 5 feet) per available FEMA flood maps. The control panel is also low to the ground and the flooding presents concerns for maintaining the facility in operation during storm events.

It is our understanding that the City would like to convert the above ground lift station to a submersible pump station with new pumps, valves, piping, control panel and electrical at the existing site, in accordance with the City's lift station standards and to provide resiliency from flooding. The existing wet well is 4-feet diameter coated with Spectrashield. If possible, the City would like to reuse the existing wet well for the converted lift station.

4Waters proposes the following tasks to complete the City's requested project scope:

Task 1.0 – Project Initiation and Data Collection

The City has provided available information on the lift station including the *2004 Citywide Sewage Lift Station and Hydraulic Study* prepared by Waitz & Moye, Inc. and GIS information on the sewer collection system. The additional proposed data collection sub-task is described below.

Task 1.1: Topographic Survey and Verification: The topographic survey will be provided by Durden Surveying & Mapping, Inc.

- Survey the area and improvements in the vicinity of the LS28 site to include:
 - o All improvements within the fenceline including concrete, pump house, piping panels, antennae, etc;
 - o Elevations and inverts for the wet well;
 - o Topographic data for points inside the fence and for Right-of-way area/Blue Heron Lane fronting LS28;
 - o Property corners for properties adjacent to LS28;
 - o All landscaping around the fenceline;
 - o Edge of Pavement, curb and gutter, right-of-way for Blue Heron Lane in front of LS28;
 - o Elevations and inverts for the manhole in Blue Heron Lane directly in front of LS28 and the manhole at the east end of Blue Heron Lane – this is the manhole where forcemain discharges;
- Establish Vertical Datum in NAVD 88 and set and post a benchmark.
- Reference survey to NAD83, Florida State Plane Coordinate System and expressed in United States Survey Feet horizontally;
- Reference survey vertically to NAVD '88;
- Survey file will be provided to 4Waters in AutoCAD format;
- Provide two signed and sealed hard copies of survey and a digitally signed PDF copy of the survey.

4Waters will conduct a site visit to LS28 and verify the data and information provided in the Durden Surveying & Mapping, Inc. survey. Any comments or questions will be submitted to Durden for response or additional data collection as necessary.

4Waters will coordinate with known utility providers to develop additional information on existing utilities in the project vicinity. 4Waters will utilize the City's GIS information to identify any City owned utilities within the project area and will coordinate regarding any questions.

Task 1.2: Wet Well Video Inspection: To support the evaluation of the existing wet well condition and potential to reuse the existing structure for the converted lift station, 4Waters will engage CCI Spectrum to conduct a Spectrashield SpectraVU 360-degree wet well inspection. The deliverables from the inspection include a 360-degree viewer, photographs, report/assessment of condition of the Spectrashield lining, and point cloud for areas of the wet well above the water level.

Task 1.3 Geotechnical Services: If it is determined that a new wet well is needed for the lift station rehabilitation, CSI Geo, Inc. will provide the necessary geotechnical evaluation for the project including a single boring at the lift station site to determine soil conditions and aid in structural requirements for the pump station facility components. The scope includes:

- One (1) – 20 ft SPT (existing LS28 wet well is approximately 13 ft deep based on available information from the City);
- Geotechnical analysis and recommendations for wet well installation and other structural components of lift station.

The geotechnical analysis will include a written discussion of the subsurface conditions encountered, evaluation of the subsurface soils and recommendations concerning the soil properties for design of the lift station components. The geotechnical analysis will be included with the bid documents for contractors to review.

This task will not be invoiced, if the existing wet well will be reused for the lift station rehabilitation.

Task 2.0 – Design Services

Task 2.1 Conceptual Layout and Alternatives Analysis

4Waters will conduct a conceptual analysis of the lift station rehabilitation including a hydraulic evaluation for LS28. As noted above, LS28 serves a built-out area of the Sanctuary encompassing approximately 42 homes. Based on available information, the LS28 forcemain discharges into a manhole at the east end of Blue Heron Lane N, as it turns south, approximately 500 feet from LS28. The hydraulic analysis will evaluate the necessary flow and head calculations and will be used for a pump selection from the approved pump manufacturers: Flygt, Wilo, or FlowServe.

The existing site elevations, flood elevation data marked at the lift station by City, and FEMA flood zone information will be reviewed in conjunction with the recommendations of ASCE 24 (Flood Resistant Design and Construction) publication to develop recommended wet well top slab and control panel elevations for the lift station.

4Waters will prepare a conceptual analysis of the feasibility of reusing the existing wet well for the proposed lift station rehabilitation. The analysis will primarily focus on two aspects: 1) the condition of the existing wet well and 2) the required space for installation of new pumps and piping. The existing wet well condition will be evaluated based on the report and deliverables provided by CCI Spectrum. It will be assumed if the Spectrashield liner is intact and no concerns regarding the integrity and soundness of the liner were identified in the report from CCI Spectrum, that the wet well structure is sound and suitable for reuse with the submersible pumps. If the wet well is suitable for reuse, 4Waters will prepare a plan view layout of the wet well with new pumps and piping installed per City standards utilizing the dimensions of the largest of the selected pumps. Any concerns regarding available space and clearances within the wet well will be identified.

If reuse of the existing LS28 wet well is determined infeasible or not recommended due to either the condition of the wet well or space constraints for the new pumps and piping, 4Waters will prepare a conceptual plan view layout of the lift station site with a new wet well, pumps, pipes, valves, connection to the existing forcemain, control panel and electrical, as necessary, in accordance with City standards.

A brief technical memorandum will be prepared to summarize the findings of the conceptual design and alternatives analysis including the hydraulic evaluation, pump selections, plan view layout(s), and recommendation. 4Waters will meet with City staff to review the technical memorandum and layout and gather any review comments or concerns.

Task 2.2 - 90% Design Documents

Based on feedback from the City regarding the conceptual layout, 4Waters will proceed with the 90% design documents for the LS28 rehabilitation. 4Waters has included David Lassetter, PE for electrical engineering services for the project. The components of the lift station rehabilitation will be dictated by the selected conceptual layout either utilizing the existing wet well or installing a new wet well, but the project will generally result in installation of new duplex submersible pumps, piping, valves, electrical and control panel with portable generator connection, and site restoration to meet the City's lift station standards. The SCADA system will be upgraded as necessary. No generator or modifications to fencing or landscaping are anticipated.

The 4Waters team will prepare the 90% design drawings which include: cover page; general notes; plan view drawings of the existing conditions; demolition plan; bypass pumping plan (as necessary) and potential construction sequence; proposed site plan with wet well, discharge piping and valves, electrical components, concrete site work, and site restoration; wet well plan and profile layout; electrical site plan, schedules, diagrams, and details; structural details; construction details; maintenance of traffic (MOT) plans; and erosion and sediment control plans.

The 4Waters team will prepare the 90% project specifications by utilizing the City's standard specifications. 4Waters will update the technical specifications as relevant for the LS28 design and will update the front end documents for the scope of work, itemized bid form, and other relevant information. The 4Waters team will also prepare an Engineer's Opinion of Probable Construction Costs (EOPCC) for the 90% design and an anticipated construction schedule. 4Waters will submit the 90% submittal documents electronically in PDF format and will provide two (2) full size copies of the drawings and two (2) copies of the specifications.

4Waters will meet with City staff to review the 90% design documents and gather any review comments or concerns.

Task 2.3 100% (Bid) Documents

Based on feedback from the City regarding the 90% design documents, 4Waters will proceed with the 100% (Bid) documents for the LS28 rehabilitation. The 100% (Bid) documents will incorporate comments from City review and from permitting. The project specifications, project drawings, bid form, and EOPCC will be updated accordingly.

Three (3) hard copies (signed and sealed by a Florida Registered Professional Engineer) and two (2) electronic copies (PDF and Word/Excel) of the final 100% (Bid) documents will be provided to the City and will be emailed to Luis Flores, Property and Procurement Office for advertisement and placement on the City's website during bidding.

Task 3.0 – Permitting

Task 3.1 – Florida DEP Wastewater Collection/Transmission System Permitting

The permit requirements for installation of a wastewater pump station are dictated by 62-604.600, FAC. Per 62-604.600(2)(a) replacement of any facilities with new facilities of the same capacity at the same location as the facilities being replaced do not require a collection system permit. The design

pump rate will not be determined until the conceptual design is underway, accordingly, the requirements for pump station permitting have been included. *This task will not be invoiced, if a DEP wastewater collection/transmission system permit is not necessary.*

If the pumping capacity of LS28 is altered, the proposed facilities will be permitted with:

- Form 62-604.300(8)(a) – Notification/Application for Constructing A Domestic Wastewater Collection/Transmission System.

It is recommended that the application be submitted as an Individual Permit to allow for modifications, if necessary. The permit application requires certification by the Professional Engineers in responsible charge of the preparation and production of the engineering documents which includes the mechanical/civil engineer and electrical engineer.

4Waters will prepare the permit application package and all requests for additional information (RAIs) for the project as necessary to secure the permit. In Duval County, the wastewater permitting program is delegated to the City of Jacksonville and permit applications are reviewed by the Environmental Quality Division (EQD). Permit fees are required for both DEP (\$500) and the EQD (\$902) and have been included in the proposal fee.

Task 3.2 – DEP Dewatering Analysis and Permitting

The Florida Administrative Code (FAC) 62-621.300 directing issuance of permits from the DEP for discharge of produced ground water from construction activities shifted the responsibility for not contaminating waters of the state to the permittee in 2015 and much of the review and approval process has been removed from DEP's responsibility under the Notice of Intent for use of generic permits.

Dewatering operations can now be permitted with DEP either by a Notice of Intent to Use the Generic Permit for Discharge of Ground Water from Dewatering Operations or the Notice of Intent to Use the Generic Permit for Stormwater Discharge from Large and Small Construction Activities (CGP) with certain restrictions. With the new rules, there are options available for DEP dewatering permitting based on the location of the site and whether the proposed location(s) for dewatering are currently identified as contaminated or within 500 feet of a site which is listed as contaminated by DEP or EPA.

For locations and projects outside of Florida DOT right-of-way and not within 500 feet of a contaminated site, we recommend requiring the contractor to be responsible for permitting dewatering operations under the CGP and to provide sample results to the owner when collected at the site.

For the LS28 rehabilitation project, dewatering would only be anticipated if the wet well is to be replaced. Based on the DEP's website links, the location of the LS28 site is not within 500 feet of a site which is currently contaminated. Accordingly, we recommend the contractor for the LS28 construction apply for the CGP, as necessary, and will note this on the 100% design documents. 4Waters will not provide services for the dewatering permitting and analysis.

Task 4.0 – Bid Services

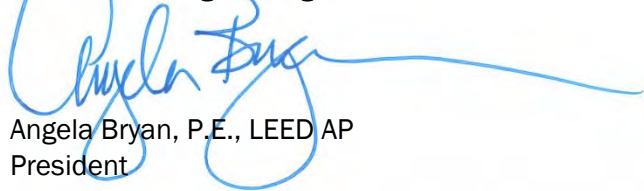
The 4Waters team will provide any necessary support during the bid period to include attendance at pre-bid conference, preparation of responses to contractor Requests for Information and addenda, bid certification, recommendation of award letter, and adding construction documents, as necessary.

Schedule and Professional Service Fees

We anticipate the above tasks can be completed within four (4) months from Notice to Proceed. Time for construction is estimated at six (6) months due to supply chain issues and extensive lead time for pumps and other equipment. We are available to begin work immediately upon receipt of a purchase order.

We appreciate this opportunity to work with the City and have attached a detailed fee summary sheet for the project. The proposed fee to complete the tasks outlined above is \$44,957.00. If you have any questions, please contact me at abryan@4weng.com or (904) 414-2400 Ext. 51.

With best regards,
Four Waters Engineering, Inc.



Angela Bryan, P.E., LEED AP
President

Attachment

City of Jacksonville Beach
Proposal for Professional Engineering Services
Lift Station 28 Rehabilitation

Task Description	Project Manager	Senior Engineer	Project Engineer	Engineer	Engineer In Training	CAD Draft	Admin-istrative	Sub-Consultants	Direct Costs	Total Professional Service Fees
	\$165.00	\$145.00	\$115.00	\$110.00	\$85.00	\$95.00	\$60.00			
	Hours \$	Hours \$	Hours \$	Hours \$	Hours \$	Hours \$	Hours \$			
Task 1.0 Project Initiation and Data Collection	2 \$330.00	0 \$0.00	2 \$230.00	0 \$0.00	4 \$340.00	0 \$0.00	1 \$60.00	\$0.00	\$0.00	960.00
Task 1.1 Topographical Survey and Verification	0 \$0.00	0 \$0.00	0 \$0.00	2 \$220.00	\$0.00	1 \$95.00	0 \$0.00	\$2,400.00	\$25.00	2,740.00
Task 1.2 Wet Well Video Inspection	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	\$0.00	0 \$0.00	0 \$0.00	\$500.00	\$0.00	500.00
Task 1.3 Geotechnical Engineering (Boring and Analysis) - As Necessary	0 \$0.00	0 \$0.00	1 \$115.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	\$2,265.00	\$25.00	2,405.00
Task 2.0 Design Services										
Task 2.1 Conceptual Layout and Alternatives Analysis										
Task 2.1a Alternative Analysis - Utilize Existing Wet Well	1 \$165.00	0 \$0.00	4 \$460.00	0 \$0.00	8 \$680.00	4 \$380.00	0 \$0.00	\$1,250.00	\$25.00	2,960.00
Task 2.1b Alternative Analysis - New Wet Well	1 \$165.00	0 \$0.00	4 \$460.00	0 \$0.00	8 \$680.00	8 \$760.00	0 \$0.00	\$0.00	\$25.00	2,090.00
Task 2.1c Hydraulic Analysis and Technical Memorandum	1 \$165.00	0 \$0.00	4 \$460.00	0 \$0.00	23 \$1,955.00	0 \$0.00	0 \$0.00	\$0.00	\$25.00	2,605.00
Task 2.2 90% Design Documents	2 \$330.00	0 \$0.00	34 \$3,910.00	0 \$0.00	92 \$7,820.00	45 \$4,275.00	4 \$240.00	\$5,000.00	\$75.00	21,650.00
Task 2.3 100% Bid Documents	2 \$330.00	0 \$0.00	8 \$920.00	0 \$0.00	8 \$680.00	8 \$760.00	4 \$240.00	\$1,000.00	\$125.00	4,055.00
Task 3.0 Permitting										
Task 3.1 DEP/EQD Wastewater Collect/Transmission Permit	1 \$165.00	0 \$0.00	4 \$460.00	0 \$0.00	8 \$680.00	2 \$190.00	1 \$60.00	\$0.00	\$1,402.00	2,957.00
Task 3.2 DEP Dewatering Analysis and Permitting	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	0 \$0.00	\$0.00	\$0.00	0.00
Task 4.0 Bid Services	2 \$330.00	0 \$0.00	4 \$460.00	0 \$0.00	4 \$340.00	4 \$380.00	0 \$0.00	\$500.00	\$25.00	2,035.00
TOTAL	\$1,980.00	\$0.00	\$7,475.00	\$220.00	\$13,175.00	\$6,840.00	\$600.00	\$12,915.00	\$1,752.00	44,957.00

Permit fees verified with EQD

\$902 to Tax Collector City of Jacksonville; \$500 to FDEP, but they will request after City reviews



DURDEN

Surveying and Mapping, Inc.

985 11th Avenue South

Jacksonville Beach, FL 32250

(904) 853-6822

Fax (904) 853-6825

E-mail: bruce@durdensurveying.com

Angela Bryan, LEED AP
Four Waters Engineering Inc.
324 6th Avenue North
Jacksonville Beach Florida 32250
abryan@4weng.com

May 3, 2021

**Re: Beaches Energy Lift Station # 28 Sanctuary Project: Topographic
Survey on Tract A of the Sanctuary Unit Two-B as recorded in Plat Book 49
Page 88 of the Public Records of Duval County Florida**

Topographic Survey of Lift Station #28

Angela,

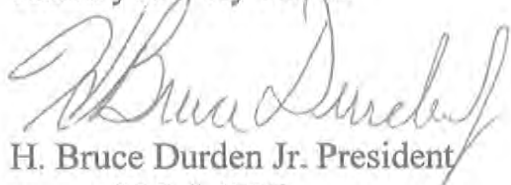
At your request, I have copied your proposal for Professional Land Surveying services to prepare a Topographic Survey of Lift Station # 28 on Tract A of the Sanctuary Unit Two- B. The scope will be to prepare said topographic survey along with two manholes near/adjacent that was mentioned after we first talked about this project.

We can complete said Topographic Survey for a lump sum of \$2400.00 above within three weeks of your notice to proceed(* based on our current backlog).

As always, we appreciate the opportunity to be of service to you and look forward to working with you on this project

Please feel free to call if you have any questions or comments.

Thank you Very Much!


H. Bruce Durden Jr. President
PLS # 4707

Concrete Conservation, LLC

P.O. Box 57309

Jacksonville, FL 32241

SpectraShield®
STOPS INFILTRATION | PREVENTS CORROSION

Layers of quality, years of protection.

INVOICE

Date	Invoice #
4/28/2021	2021164
	Rep
	JSR

Bill To
Four Waters Engineering, Inc. 324 6th Avenue North Jacksonville, Beach, FL 32250

P.O. Number / Location		Terms	Install Date	Job #	
JACKSONVILLE BEACH		Net 30	4/23/2021	C2021-001	
Quantity	Description	Price Each	Class	Amount	
1	SpectraVU Camera Service - LS 28 Located at Jacksonville Beach	500.00	Florida	500.00	
1 to ject ured					
All work is complete on this job. Thank you for your business.			Total \$500.00		

Telephone (904) 419-4339

Fax (904) 419-4392

GEOTECHNICAL COST ESTIMATE
Geotechnical Exploration
City of Jacksonville Beach Lift Station 28
Jacksonville Beach, Florida

2394 St. Johns Bluff Road, S Suite
200
Jacksonville, Florida 32246
tel (904) 641-1993
fax (904) 645-0057

Date: April 19, 2021

Item Description	Unit	Number of Units		Cost / Unit		Estimated Cost
<u>Field Investigation</u>						
Truck Rig Mobilization	ea.	1	ea.	\$550.00	/ea.	\$550.00
1 Standard Penetration Test @ 20'	ft.	20	ft.	\$14.00	/ft.	\$280.00
Boring Layout/Utility Clearance Coordination	hr.	2	hr.	\$120.00	/hr.	\$240.00
Subtotal:						\$1,070.00
<u>Laboratory Testing</u>						
Moisture Content	ea.	2	ea.	\$21.00	/ea.	\$42.00
Organic Content	ea.	1	ea.	\$50.00	/ea.	\$50.00
Percent Fines	ea.	2	ea.	\$45.00	/ea.	\$90.00
Atterberg Limit	ea.	1	ea.	\$104.00	/ea.	\$104.00
Subtotal:						\$286.00
<u>Engineering/Support Services</u>						
Project Manager	hr.	1	hr.	\$230.00	/hr.	\$230.00
Project Engineer	hr.	1	hr.	\$159.00	/hr.	\$159.00
Staff Engineer	hr.	2	hr.	\$120.00	/hr.	\$240.00
CADD	hr.	2	hr.	\$112.00	/hr.	\$224.00
Clerical	hr.	1	hr.	\$56.00	/hr.	\$56.00
Subtotal:						\$909.00
TOTAL (Estimated):						\$2,265.00

ENGINEERING SERVICES FEE PROPOSAL

DATE: April 14, 2021

TO: Angela Bryan, PE
Four Waters Engineering, Inc.
324 6th Avenue N.
Jacksonville Beach, FL 32250

FROM: David Lassetter
WD Lassetter, PE
3837 Buckskin Trail East
Jacksonville, Florida 32277

RE: Lift Station No.28 Rehabilitation
Jacksonville Beach, Florida

This Fee Proposal is based upon CAD drafting services and word processing services to be provided by Four Waters. My understanding of the project scope is based on the attached email correspondence from Angela Bryan.

Fee	Engineering Hours
Design Coordination and Field Investigation	8
Electrical Plans and Specifications	40
E-1 Single Line Diagram	8
E-2 Control Wiring Diagram	8
E-3 Electrical Plan	8
E-4 Electrical Details	8
E-5 Electrical Details	8
Client & QC Reviews	8
Bidding Assistance and Conformed Drawings	4
Subtotal Engineering Manhours	60
Subtotal Engineering Budget @ \$125.00 /Hour	\$7,500
Reimbursible Expense Budget	\$250
Proposed Lump Sum Fee Authorization	\$7,750

Services During Construction	Engineering Hours
Preconstruction Meeting	2
Shop Drawing Reviews and RFIs	8
Project Progress Inspections	6
Subtotal Engineering Manhours	16
Subtotal Engineering Budget @ \$125.00 /Hour	\$2,000
Reimbursible Expense Budget	\$250
Proposed Lump Sum Fee Authorization	\$2,250

Services during construction fees not included in design proposal.



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CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Ashlie Gossett, Chief Financial Officer
DATE:	July 9, 2021
SUBJECT:	Resolution No. 2087-2021
	Auditor Selection Committee

BACKGROUND

The purpose of Resolution No. 2087-2021 is to establish an auditor selection committee ("Committee") and to appoint its members. Florida Statutes now require local governments to establish a Committee of at least three members whose primary purpose is to assist the governing body in selecting an auditor to conduct the annual financial statement audit. City staff cannot serve as members of the Committee, but may act in an advisory capacity. Meetings of the Committee must be publicly noticed and have minutes recorded like any other City board.

At the Briefing on June 14, 2021, it was the consensus of Council to establish a three person Committee and appoint Councilors Janson and Stokes plus one person from the public who possesses a basic understanding of municipal governmental and/or utility financial reporting and auditing.

Committee Responsibilities:

- Establish factors to use for the evaluation of audit services.
- Publicly announce requests for proposals and provide interested firms with a request for proposal.
- Evaluate proposals provided by qualified firms.
- Rank the firms deemed to be the most highly qualified to perform the required services and make a recommendation to the governing body.

Committee Terms:

The members will serve on the committee for a period of one year, or until the completion of contract negotiations resulting in a signed contract for audit services, whichever is sooner. Because this committee will have the singular function of selecting the external auditors and the contract may remain in place for several years, it is recommended that the committee be dissolved after one year and reformed as needed.



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FINANCIAL IMPACT

None.

REQUESTED ACTION

- Nominate a qualified person as the third member of the Auditor Selection Committee.
- And
- Adopt/Deny Resolution No. 2087-2021 establishing an Auditor Selection Committee and appointing its members.

ATTACHMENTS

- Resolution No. 2087-2021
- List of potential committee members

Introduced by: _____
Adopted: _____

RESOLUTION NO. 2087-2021

A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, ESTABLISHING AN AUDITOR SELECTION COMMITTEE PURSUANT TO SECTION 218.391 FLORIDA STATUTES, FOR THE PURPOSE OF ASSISTING THE MAYOR AND CITY COUNCIL IN SELECTING AN AUDITOR TO CONDUCT THE ANNUAL FINANCIAL AUDIT REQUIRED IN SECTION 218.39, FLORIDA STATUTES; FURTHER APPOINTING MEMBERSHIP AND SETTING FORTH OBLIGATIONS OF AUDIT COMMITTEE; PROVIDING FOR AN EFFECTIVE DATE AND ALL OTHER PURPOSES.

WHEREAS, the City of Jacksonville Beach is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166 Florida Statutes; and

WHEREAS, Section 218.391, Florida Statutes, establishes required procedures for the selection of auditors to perform annual financial audits required by Section 218.39, Florida Statutes; and

WHEREAS, Section 218.391(2), Florida Statutes, requires that the City Council establish an Auditor Selection Committee ("Committee"); and

WHEREAS, Section 218.391(2)(b), Florida Statutes, requires that the Committee must consist of at least three members, and one member of the Committee must be a member of the City Council who shall serve as chair of the Committee; and

WHEREAS, Section 218.391(2)(c), Florida Statutes, prohibits city employees, the City Manager, or the Chief Financial Officer from serving as members of the Committee, but may serve in an advisory capacity; and

WHEREAS, qualified persons with experience in municipal governmental and utility financial reporting and auditing may be appointed to serve on the Committee as a member; and

WHEREAS, Section 218.391(2)(d), Florida Statutes, provides that the primary purpose of the Committee is to assist the governing body in selecting an auditor to conduct the annual financial audit required in Section 218.39, Florida Statutes; however, the Committee may serve other audit oversight purposes as determined by the City Council.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JACKSONVILLE BEACH, FLORIDA

SECTION 1. Recitals and Legislative Findings Adopted. The above recitals and legislative findings are adopted by the City of Jacksonville Beach City Council, and made a part of this Resolution.

SECTION 2. Establishment of Auditor Selection Committee. The Auditor Selection Committee ("Committee") is established pursuant to Section 218.391, Florida Statutes.

SECTION 3. Composition of Committee. The City Council hereby officially designates the following three (3) persons as members of the Committee:

1. Dan Janson, Council Member
2. Chet Stokes, Council Member
3. _____

Members of the Committee may be replaced as necessary and solely by a majority of the Council's discretion and vote by passage of a Resolution.

SECTION 4. Purpose of Committee. The purpose of the Committee is to establish factors to use for the evaluation of audit services to be provided by a certified public accounting firm, publicly announce requests for proposals, evaluate the proposals, rank and recommend firms in order of preference to the Mayor and City Council for an auditor to conduct the annual financial audit in accordance with Section 218.39, Florida Statutes.

SECTION 4. Advisor to Committee. The City's Chief Financial Officer or her designee will serve as an advisor to the Committee.

SECTION 5. Termination. The Committee shall terminate upon the execution of an agreement between the City and the selected auditor, or one year, whichever is sooner.

SECTION 6. Effective Date. This Resolution shall take effect upon its adoption by the City Council.

AUTHENTICATED THIS ____ DAY OF _____, A.D., 2021.

Christine H. Hoffman, Mayor

Sheri Gosselin, Acting City Clerk

LIST OF POTENTIAL COMMITTEE MEMBERS

July 15, 2021

NAME	RELEVANT EXPERIENCE FOR AUDITOR SELECTION COMMITTEE
Max Baumer*	• Certified Public Accountant • 7+ years' experience in consulting and auditing with PwC
Bruce Dickinson	• Certified Public Accountant • Revenue agent and taxpayer auditor with IRS for 30+ years • Performed internal audit functions for Jax Fed Credit Union
Gary Paetau	• Jacksonville Beach Community Redevelopment Board Member since 2019
Trish Roberts	• Certified Public Accountant • 25 years' experience in municipal government and utility accounting and auditing with the City of Jacksonville Beach • 4 years in public accounting with a focus on audit and tax

**Indicated a willingness to participate if committee meetings could be held virtually.*